

# Memorandum



**Date:** May 6, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

Supplement to  
Agenda Item No. 8F9

**Subject:** Supplement to Contract Award Recommendation for Contract No. 9791-1/24, Fixed  
Bus Routes for Miami-Dade Transit

This supplement is presented to report that a bid protest was filed with the Clerk of the Board on March 26, 2014 by JGT Transportation, Inc. (JGT). In accordance with the bid protest procedures, as set forth in Section 2-8.4 of the Miami-Dade Code and Implementing Order 3-21, a Hearing Examiner was appointed and a hearing was conducted on April 11, 2014. The Hearing Examiner upheld the Mayor's contract award recommendation.

## **Background**

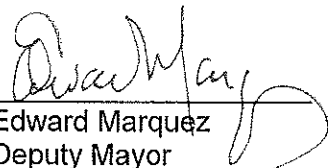
The solicitation was advertised on October 18, 2013. Six bids were received in response to the solicitation. Following evaluation of the bids based on the method of award to the lowest priced vendor in the aggregate and verification that the vendor met the minimum qualifications outlined in the solicitation, Safeguard America, Inc. d/b/a Americastransportation.com (Safeguard) was recommended for award of the contract.

JGT protested the award of this contract to Safeguard. JGT's legal argument was that Safeguard did not have the minimum experience required to provide the fixed/semi-fixed bus routes and, therefore, the County abused its discretion in recommending this vendor for award.

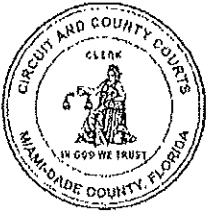
The Hearing Examiner, the Honorable Judge Loree S. Feiler, concluded that the evidence showed that Safeguard met the minimum experience required and that the award recommendation was appropriate and should be upheld. The Hearing Examiner found that there was no evidence to suggest the County acted arbitrarily, irrationally, or illegally. She further recommended that JGT's bid protest be denied and the award recommendation to Safeguard not be disturbed.

Copies of the Findings and Recommendation of Hearing Examiner, County Attorney's Memorandum in Opposition to JGT's Bid Protest, Motion to Intervene (filed by Safeguard), and JGT's bid protest are attached.

Attachment

  
Edward Marquez  
Deputy Mayor

**Harvey Ruvin**  
CLERK OF THE CIRCUIT AND COUNTY COURTS  
Miami-Dade County, Florida



CLERK OF THE BOARD OF COUNTY COMMISSIONERS

STEPHEN P. CLARK CENTER

SUITE 17-202

111 N.W. 1<sup>st</sup> Street

Miami, FL 33128-1983

Telephone: (305) 375-5126

April 17, 2014

Mr. Erigene Belony, Esq.  
The Belony Law Group, Inc.  
14 NE 1<sup>st</sup> Avenue, Suite 802  
Miami, FL 33132

Re: Bid Protest – Invitation to Bid (ITB) 9791-1/24, Fixed Bus Routes for Miami-Dade Transit

Dear Mr. Belony,

Pursuant to Section 2-8.4 of the Miami-Dade County Code and Implementing Order 3-21, forwarded for your information is a copy of the Findings and Recommendation of Hearing Examiner filed by the Honorable Judge Loree Schwartz Feiler, in connection with the foregoing bid protest hearing which took place on April 11, 2014.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,

HARVEY RUVIN, Clerk  
Circuit and County Courts

By \_\_\_\_\_  
Christopher Agrippa, Director  
Clerk of the Board Division

CA/lle

Attachment

cc: Honorable Chairwoman Rebeca Sosa and  
Members, Miami-Dade County Board of County Commissioners (via email)  
Honorable Carlos A. Gimenez, Mayor, Miami-Dade County (via email)  
R.A. Cuevas, County Attorney (via email)

Mr. Erigene Belony  
April 17, 2014  
Page 2

cc: Hugo Benitez, Assistant County Attorney (via email)  
Alexander Bokor, Assistant County Attorney (via email)  
Jenelle Snyder, County Attorney's Office (via email)  
Rita Gonzalez, County Attorney's Office (via email)  
Silvia Armenteros, County Attorney's Office (via email)  
Charles Anderson, Commission Auditor (via email)  
Elizabeth Owens, BCC Legislative Analyst, Commission Auditor's Office (via email)  
Lester Sola, Director, Internal Services Department (via email)  
Miriam Singer, Assistant Director, Procurement Management, ISD (via email)  
Amos Roundtree, Director, Purchase Division, ISD (via email)  
Walter Fogarty, Manager, Procurement Vendor Services, ISD (via email)  
Tracey Jones, Procurement Contract Officer I, Procurement Management, ISD (via email)  
JGT Transportation (via email)  
Safeguard d/b/a Americas Transportation Company (via email)  
Escot Bus Lines (via email)  
First Class Coach d/b/a Martz Group (via email)  
Evergreen Trails d/b/a/ Horizon Coach Lines (via email)  
III Landships (via email)  
Metro Dade Court Reporters (via email)

**CLERK OF THE  
BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

In re: Bid Protest—Invitation To Bid No. 9791-1/24  
Fixed Bus Routes for Miami-Dade Transit ("MDT")  
Protest of JGT Transportation, Inc.

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**FINDINGS AND RECOMMENDATIONS OF HEARING EXAMINER**

Pursuant to Section 2-8.4 Miami-Dade County Code and Administrative Order 3-21

This matter was heard before the undersigned Hearing Examiner on April 11, 2014 at 9:30 A.M. in the Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street, Room 27B, Miami, Florida, upon the bid protest filed by JGT Transportation, Inc. ("JGT" or "Petitioner") of the Miami-Dade County ("County") Mayor's recommendation of award to Safeguard America, Inc. d/b/a America's Transportation ("Safeguard") in response to Invitation to Bid No. 9791-1/24, Fixed Bus Routes for MDT (the "ITB"). Safeguard is an intervenor in this bid protest.

Having considered the written protest, the County's memorandum in opposition to the bid protests, the exhibits, arguments by the parties, testimony of the witness, and all documentation introduced at the bid protest hearing, and being otherwise fully advised, I find that the County award recommendation was not arbitrary or capricious, but rather based upon a reasonable judgment and an honest exercise of discretion. Petitioner failed to offer any evidence that the County's recommendation was anything other than the rational and reasoned result of a process conducted in accord with relevant laws, regulations, and the bid documents. Accordingly, I recommend denying the bid protest and affirming the County Mayor's recommendation to award Safeguard the contract for Fixed Bus Routes for MDT.



## FINDINGS OF FACT

1. The purpose of the ITB is to solicit bids in order "to establish a contract for [MDT] for purchase of fixed bus transportation services. The contract will provide patrons transportation services throughout Miami-Dade and Monroe Counties via two routes." ITB at ¶¶ 2.1. The ITB set forth a procedure which stated, in pertinent part:

### 2.4 METHOD OF AWARD: TO A SINGLE LOWEST PRICE VENDOR IN THE AGGREGATE

Award of this contract will be made to the responsive, responsible bidder who meets the requirements listed in Section 2.4.1 and whose offer represents the lowest price when the extended pricing (Extended Pricing = Price Per Hour x Total Number of Service Hours) for both items is added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single bidder

[...]

#### 2.4.1 Requirements

[...]

*D. Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Two (2) references shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have received services from the Bidder in the past five (5) years. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.*

*Id.* at ¶¶ 2.4, 2.4.1 (D) (emphasis added).

2. The record demonstrates that the County procurement officer, Ms. Tracey Jones, proceeded exactly according to this directive. Specifically, the evidence demonstrated that Ms. Jones aggregated the pricing, found Safeguard to be the lowest price, and called references for more references than required by the ITB for fixed or semi-fixed route customers of Safeguard.

3. Ms. Jones's testimony as well as the record evidence shows that Safeguard provided multiple references for which Ms. Jones conducted due diligence. Ms. Jones's testimony was the only testimony offered. Safeguard did not offer any contradictory testimony or record evidence. Ms. Jones testified that she conducted due diligence—and the results of that due diligence-- were not contradicted by any evidence on the record or presented at the hearing.

4. The undersigned finds that Ms. Jones conducted due diligence on 5 references offered by Safeguard, 4 of which met the qualification for fixed or semi-fixed route service. Further, the record and testimony demonstrate without any contradiction or question that the companies referenced gave positive evaluations of Safeguard's performance. Based on that, the Mayor recommended Safeguard for contract award. Subsequent to this award recommendation, the subject Bid Protest was timely filed.

5. Petitioner offered no evidence to contradict the competent testimony and record evidence that Safeguard was the lowest priced, responsive, responsible bidder consistent with the evaluation of price as well as the requirements as outlined in the ITB including reference checks. See Mayor's recommendation of award to Safeguard with cover memorandum dated March 21, 2014 (the "Award Recommendation").<sup>1</sup>

6. There is no evidence to contradict (or even to question) the accuracy or validity of the testimony and evidence offered by Ms. Jones and the County. The only evidence submitted or testimony given was that 4 of the 5 references examined for Safeguard were for semi-fixed or fixed route service consistent with the requirements of the ITB. Specifically, the services

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<sup>1</sup> Six bids were received in response to this ITB. The evidence unequivocally establishes that Safeguard was the lowest-priced, responsive, responsible bidder and Petitioner was the second lowest-priced bidder.

Safeguard provided for Royal Caribbean, the Port of Miami, the Miami Marlins, and the Seminole Hard Rock Casino were all fixed or semi-fixed route service and all were properly reviewed and considered by the County in determining Safeguard's responsiveness.<sup>2</sup>

### CONCLUSIONS OF LAW

7. The Petitioner fails to meet the heavy burden that Florida law imposes to overturn a contract award recommendation, especially here where sufficient due diligence was conducted and the recommended firm, Safeguard, met all the bid requirements and offered the lowest price. The evidence shows that the County acted in good faith and had a rational basis for the award recommendation.

#### *Legal Standard*

8. Neither hearing examiners nor judges may overturn or second guess the judgment of government employees or elected officials as to the merits or wisdom of a procurement decision. *See Miami-Dade County v. Church and Tower, Inc.*, 715 So. 2d 1084, 1089 (Fla. 3d DCA 1998) ("So long as such a public agency acts in good faith, even though they may reach a conclusion on facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous.").

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<sup>2</sup> Petitioner argued, without offering any testimony or evidence of any kind, that Royal Caribbean was charter service and therefore should not have "counted" toward Safeguard's requirement to provide references of fixed or semi-fixed route service. This is unpersuasive and in any event irrelevant. The only competent evidence establishes that the County conducted sufficient due diligence and established the Royal Caribbean route as a fixed or semi-fixed route. Nonetheless, even without considering Royal Caribbean, Safeguard provided at least 3 other fixed or semi-fixed route references when only 2 were required. Due diligence indicated all met the requirements, so Petitioner's argument fails as a matter of fact and law regardless of consideration of Royal Caribbean.

9. To the contrary, a recommendation may only be overturned if arbitrary, capricious, or the product of dishonesty, fraud, illegality, oppression, or misconduct. See *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982). Accordingly, the core tenet of bid protest hearings provides that "the hearing officer's sole responsibility [in reviewing a protest] is to ascertain whether the agency acted fraudulently, arbitrarily, illegally, or dishonestly." *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988). The County's action may be considered arbitrary if it is not supported by facts or logic. See *Agrico Chemical Co. v. Dep't of Environmental Regulation*, 365 So. 2d 759, 763 (Fla. 1st DCA 1978). The County's action may be considered capricious if it is taken without thought or reason or with irrationality. *Id.*; see also *Church & Tower, Inc.*, 715 So. 2d at 1089-90 (finding that while bid protest showed substantial disagreement with the action of the commission and the hearing examiner, it fell short of showing "arbitrary or capricious action"); *Marriott Corp. v. Metro Dade County*, 383 So. 2d 662 (Fla. 3d DCA 1980) (holding that County procurement decision need only be reasonably based on facts tending to support the County's conclusion).

10. The facts demonstrate more than a rational basis for the decision to recommend award to Safeguard. Contrary to Petitioner's arguments, in response to this ITB, based on the evidence, it would arguably be error if the County were to make a recommendation to award to any company other than Safeguard, the lowest-priced, responsive, responsible bidder. See *System Develop. Corp. v. Dep't of Health & Rehabilitative Servs.*, 423 So. 2d 433, 444 (Fla. 1st DCA 1982) (contrasting "rigid" bid process with more fluid RFP process); see also Miami-Dade County Administrative Order 3-38.

11. The record makes clear the bases relied upon by the procurement officer and the Mayor or Mayor's designee to recommend Safeguard. This is a straightforward low-price bid

award which required the successful bidder to meet certain benchmarks that the County would verify through due diligence in order to be deemed responsible. There is absolutely no evidence presented by Petitioner that suggests that the County in any way acted arbitrarily, irrationally, or illegally in recommending award to Safeguard.<sup>3</sup> Based on the record, the County relied on Safeguard's low price bid and its own due diligence which confirmed Safeguard to be in compliance with all bid requirements. The recommendation should not be disturbed.

### CONCLUSION

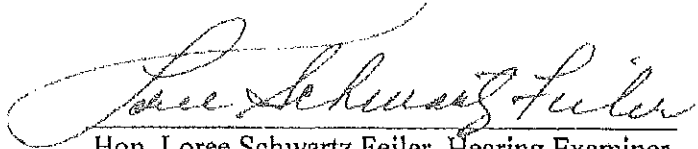
The Petitioner has failed to establish any illegal conduct, or arbitrary or capricious decisions, on the part of the County. My function is not to second guess the County's lawful and

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<sup>3</sup> There is no basis to conclude anything other than 4 out of 5 of the references Safeguard provided meet the requirement for fixed or semi-fixed route service. To the extent petitioner attempted to argue otherwise in its bid protest, that argument must fail. First and foremost, the definition contradicts the testimony offered, the evidence presented, and the clear meaning of the terms. Additionally, it must fail because to accept Petitioner's incorrect definition would render it without standing to protest. The record shows that of the references submitted by Petitioner, only 3 fall within the requisite 5 year time period. Of those references, 2 appear to be fixed or semi-fixed route service according to the widely accepted definition reasonably relied upon by the County: Card Sound Road Fixed Route Service for MDT and shuttle service for Port of Miami/ Miami-Dade Parks, Recreation and Open Spaces. The third reference is for "group travel services" for the County which clearly is prohibited by the definition offered in Addendum 1 to the ITB. The fourth reference is for services offered outside the requisite time period.

Therefore, to the extent that Petitioner proffers an argument involving an incorrect reading of the definition of fixed and semi-fixed, under its own definition one of the two of its otherwise acceptable references (the Port Miami/Parks Department shuttle) would have to be thrown out, rendering its proposal non-responsive for failure to provide at least two references for fixed or semi-fixed service. *Intercontinental Props., Inc. v. Dep't of Health & Rehab. Servs.*, 606 So.2d 380, 384 (Fla. 3d DCA 1992) ("At the least, a party protesting an award to the low bidder must be prepared to show not only that the low bid was deficient, but must also show that the protestor's own bid does not suffer from the same deficiency. To rule otherwise is to require the State to spend more money for a higher bid which suffers from the same deficiency as the lower bid.") (emphasis added). Accordingly, even if Petitioner's erroneous interpretation of the definition of fixed route were accepted, it would result in its own bid rendered deficient and therefore render it without standing to protest.

rational process, although in this case with the lack of evidence to the contrary there would be no way to come to any other conclusion other than the one reached by the County. The record demonstrates that the County Mayor most certainly had a rational basis to recommend Safeguard for this contract award. Accordingly, I concur with the County Mayor's recommended contract award to Safeguard in response to Invitation to Bid No. 9791-1/24, Fixed Bus Routes for MDT and further recommend a denial of JGT's bid protest.

  
Hon. Loree Schwartz Feiler, Hearing Examiner

**CLERK OF THE  
BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

In re: Bid Protest—Invitation To Bid No. 9791-1/24  
Fixed Bus Routes for Miami-Dade Transit (“MDT”)  
Protest of JGT Transportation, Inc.

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**MIAMI-DADE COUNTY’S MEMORANDUM IN OPPOSITION  
TO JGT TRANSPORTATION, INC.’S BID PROTEST**

JGT Transportation, Inc. (“JGT” or “Petitioner”) protests Miami-Dade County’s (the “County”) recommended award to Safeguard America, Inc. d/b/a America’s Transportation (“Safeguard”) in response to Invitation to Bid No. 9791-1/24, Fixed Bus Routes for MDT (the “ITB”). Petitioner fails to meet the heavy burden that Florida law imposes to overturn a contract award recommendation, especially here where the recommended firm, Safeguard, met the relevant qualifications of the ITB and offered the lowest price. Petitioner attempts to overturn the award by providing an incorrect definition of “fixed route or semi-fixed route” service, and misrepresenting the qualifications presented by the selected bidder, Safeguard. Specifically, in response the ITB Safeguard offered references and performance history of several fixed or semi-fixed bus route contracts. The evidence shows that the County procurement officer assigned to this ITB checked relevant references and properly concluded that the past performance cited by Safeguard was satisfactory and more than satisfied the requirements of the ITB. The evidence shows that the County acted in good faith, and had a rational basis for the award and the process was conducted in accord with all laws as well as the relevant terms of the bid documents. Accordingly, and for the reasons more fully explored herein, the bid protest is insufficient and must fail.

## I. BACKGROUND

The purpose of the ITB is to solicit bids in order “to establish a contract for [MDT] for purchase of fixed bus transportation services. The contract will provide patrons transportation services throughout Miami-Dade and Monroe Counties via two routes.” ITB at ¶¶ 2.1. The ITB set forth a procedure which stated, in pertinent part:

### **2.4 METHOD OF AWARD: TO A SINGLE LOWEST PRICE VENDOR IN THE AGGREGATE**

Award of this contract will be made to the responsive, responsible bidder who meets the requirements listed in Section 2.4.1 and whose offer represents the lowest price when the extended pricing (Extended Pricing = Price Per Hour x Total Number of Service Hours) for both items is added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single bidder

[...]

#### **2.4.1 Requirements**

[...]

*D. Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Two (2) references shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have received services from the Bidder in the past five (5) years. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.*

*Id.* at ¶¶ 2.4, 2.4.1 (D) (emphasis added). The record demonstrates that the County procurement officer, Ms. Tracey Jones, proceeded exactly according to this directive. Specifically, the evidence will show that Ms. Jones aggregated the pricing, found Safeguard to be the lowest price, and called references for more references than required by the ITB for fixed or semi-fixed



route customers of Safeguard. The evidence demonstrates, and Ms. Jones will testify, that the services provided were for fixed route or semi-fixed routes, and the companies referenced gave positive evaluations of Safeguard's performance. Based on that evaluation of price as well as the requirements as outlined in the ITB including reference checks, the Mayor recommended Safeguard for contract award. See Mayor's recommendation of award to Safeguard with cover memorandum dated March 21, 2014 (the "Award Recommendation").<sup>1</sup> Subsequent to this award recommendation, the subject Bid Protest was timely filed.

## II. ARGUMENT

### A. THE AWARD RECOMMENDATION WAS RATIONAL, SUPPORTED BY THE FACTS AND LOGIC AND IS CONSISTENT WITH THE ITB

#### 1. Standard of Review

Petitioner invites the Hearing Examiner to do the impermissible—overturn the rational decision of the County and County staff by ignoring the plain evidence of the successful bidder's qualifications and reevaluating the bids based on an incorrect reading of a requirement of the ITB. Not only is the Hearing Examiner not required to reevaluate the proposals, it would not be permitted under the law. See *Miami-Dade County v. Church and Tower, Inc.*, 715 So. 2d 1084, 1089 (Fla. 3d DCA 1998) ("So long as such a public agency acts in good faith, even though they may reach a conclusion on facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous."); *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982) ("a public body has wide discretion in soliciting and accepting bids for public

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<sup>1</sup> Six bids were received in response to this ITB. Safeguard was the lowest-priced, responsive, responsible bidder and Petitioner was the second lowest-priced bidder.

improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous and even if reasonable persons may disagree.”). This violates a core tenet of bid protest hearings where, “the hearing officer’s sole responsibility [in reviewing a protest] is to ascertain whether the agency acted fraudulently, arbitrarily, illegally, or dishonestly.” *Dep’t of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988).

The facts demonstrate unequivocally that the procurement officer and, where applicable, the Mayor or his designee, had more than a rational basis for the recommended award and there is no legal basis for overturning such award even if another party could have come to a different decision. *See Church & Tower, Inc.*, 715 So. 2d at 1089-90 (Fla. 3d DCA 1998) (finding that while bid protest showed substantial disagreement with the action of the commission and the hearing examiner, it fell short of showing “arbitrary or capricious action”). In this case, the evidence will show that there is not even another decision available to the Mayor or his designee under the terms of the ITB and the bids received—if he were to recommend anyone, it would have to be the lowest-priced, responsible and responsive proposer which is unequivocally Safeguard.

2. The Procurement Officer Acted Rationally In Determining Safeguard Listed References Sufficient To Meet The Requirements of ITB §2.4.1.D

Petitioner fails to satisfy the heavy legal burden required for overturning the County’s recommended contract award. JGT’s argument hinges on (a) the definition of fixed or semi fixed bus routes, (b) the requirement for two such references within the past five years, and (c)

whether the County had sufficient basis to rationally conclude that Safeguard—which admittedly gave multiple references—met the past fixed-route or semi-fixed route experience requirement. The facts demonstrate more than rational bases for the conclusion that Safeguard presented sufficient references for fixed or semi-fixed bus route service, Safeguard presented multiple references for fixed or semi-fixed route service sufficient to meet the ITB’s requirement, and the County conducted sufficient due diligence and otherwise rationally concluded that Safeguard demonstrated satisfactory past experience.

*a. Safeguard Presented Multiple References That Meet the Definition of Fixed or Semi-Fixed Bus Route Service*

The ITB requires that the proposer be engaged in the business of providing fixed or semi-fixed route service. See ITB §2.4.1 (D). The same section states that “references shall ascertain to the County’s satisfaction that the Bidder has sufficient experience and expertise in the industry.” Clearly, it would be rational for the County to consider all transportation related experience listed within the requisite time period in order to determine whether the bidder can successfully perform under the contract.<sup>2</sup> Safeguard lists at least 3 references for customers for which Safeguard has provided fixed or semi-fixed route service, the Port of Miami, the Seminole Hard Rock Casino, and the Miami Marlins.<sup>3</sup> All of these services qualified as fixed or semi-fixed routes consistent with the definition offered by Addendum 1 to the ITB. Addendum 1 to

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<sup>2</sup> This section specifically required two “industry” references within the requisite 5-year time period but does not state that such references must be specifically for fixed or semi-fixed route service. The only time the terms fixed or semi-fixed route service is used is in reference to the requirement that a bidder must be “regularly engaged” in the business of providing such service. In any event, Safeguard’s bid demonstrated at least 3 references within the past 5 years specifically for fixed route or semi-fixed route service.

<sup>3</sup> Safeguard actually offers additional responsive references but for purposes of this memorandum three will be examined.

the ITB referenced Section 2.4.1(D) and answered question 37 regarding semi-fixed routes and whether they included charter or group service as follows:

**Answer:** The semi-fixed route does not mean charter or group services. The semi-fixed route may include any of the following:

- a) A generally fixed route with short off-route diversions for pick-ups or drop-offs that do not substantially change the route.
- b) Flexible routes built upon aggregating passenger demand requests. Routes can vary daily through cancellations and can change on a more permanent basis as passengers are either added or deleted from the route.
- c) Point-to-Point transportation services where the bidder is able to dynamically route the vehicles to meet schedule pick up and drop off requirements.

Addendum 1 to ITB at ¶ 37. The three references examined herein offered by Safeguard as part of its bid are semi-fixed (or fixed) route service, consistent with the guidance provided in Addendum 1.

First, Safeguard provided services for the Port of Miami. In ascertaining what services were provided to the Port, the procurement officer, based on the description offered and due diligence, determined that the service consisted of free shuttle service open and available to the public at large transporting passengers to and from the various terminals at the Port of Miami. The shuttles would drive around based on a route to certain stops within the Port and pick up passengers at those stops or as hailed by passengers. This is a loop service and buses stay on the same route from approximately 6:30 am to 3 pm, with some flexibility based on overall demand. This clearly qualifies as semi-fixed route service, if not fixed route service as there is no evidence of any diversions off the routes as established. Despite Petitioner's unsupported conclusions to the contrary, these services were available to the public at large, they did not

require an advance reservation, and they were consistent with the plain meaning of fixed or semi-fixed route service. Tellingly, Petitioner itself listed identical or nearly identical Port of Miami service as one of its references to establish its ability to perform under the contract. Petitioner in its proposal obviously agreed that this constituted sufficient and appropriate experience.<sup>4</sup>

Second, Safeguard provided Services to the Seminole Hard Rock Hotel and Casino. These services were open to the public. Tickets could be purchased in advance or a walk-up passenger could board and purchase tickets at a Lincoln Road and Washington Avenue (Miami Beach) ticket office. The service consisted of three routes ending and beginning at the casino that would service (1) Bayside Marketplace, (2) Alton Road and Miami Beach stops, and (3) Collins Avenue from 16<sup>th</sup> Street to Aventura mall. The buses would run the route on a fixed stop and time schedule. This is without a doubt fixed route service and Petitioner offers no evidence to the contrary.

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<sup>4</sup> In fact, out of the references submitted in Petitioner's bid, only 3 fall within the requisite 5 year time period. Of those references, 2 appear to be fixed or semi-fixed route service: Card Sound Road Fixed Route Service for MDT and shuttle service for Port of Miami/Miami-Dade Parks, Recreation and Open Spaces. The third reference is for "group travel services" for the County which clearly is prohibited by the definition offered in Addendum 1 to the ITB. The fourth reference is for services offered outside the requisite time period.

Therefore, if the incorrect reading of the definition of fixed and semi-fixed routes offered by Petitioner were accepted, one out of two of its acceptable references (the Port Miami/Parks Department shuttle) would have to be thrown out, rendering its proposal non-responsive. *Intercontinental Props., Inc. v. Dep't of Health & Rehab. Servs.*, 606 So.2d 380, 384 (Fla. 3d DCA 1992) ("At the least, a party protesting an award to the low bidder must be prepared to show not only that the low bid was deficient, but must also show that the protestor's own bid does not suffer from the same deficiency. To rule otherwise is to require the State to spend more money for a higher bid which suffers from the same deficiency as the lower bid.") (emphasis added). Accordingly, even if Petitioner's erroneous interpretation were accepted, it would result in its own bid rendered deficient and therefore render it without standing to protest.

Third, Safeguard provided services to the Miami Marlins. This shuttle service consisted of shuttling passengers, free of cost and open to the public, between various off site parking lots and Marlins Stadium. There were designated pick-up and drop off locations. The shuttles would have a circuitous or "loop" route and routes were built daily. Clearly, this is at least semi-fixed route service. It is also similar to the service offered as reference by Petitioner, namely, the Parks Department shuttle service for the Sony Tennis Tournament offered on an as-needed basis. Once again, it is telling that the Petitioner now argues to disqualify the winning bidder as failing to offer sufficient experience when it relied on exactly the same type of experience in its bid. The only inescapable conclusion is that Safeguard presented more than sufficient experience to satisfy the requirements of the ITB, and that Petitioner in any event would have no standing to protest such award since it relied on exactly the same type of experience.

*b. The County Performed Due Diligence and Rationally Concluded Safeguard Could Satisfactorily Perform the Contract*

The evidence will show that not only does Safeguard's bid contain at least three references for responsive services, but that such references were fully vetted by the procurement officer for this ITB. Ms. Jones will testify and introduce evidence of her due diligence, including gathering evidence of the services offered and explained in brief in the section above. Ms. Jones will also testify that she consulted with professionals from her department as well as MDT to reach the conclusion that the experience presented was sufficient to show that Safeguard had the basis to perform under the contract. Finally, Ms. Jones will confirm that all contract requirements were checked, including confirming the references for services occurred within the requisite 5-year time period as stated in the documentation offered by Safeguard. In other words,

Safeguard offered a responsive bid and the County performed extensive and sufficient due diligence to ensure that Safeguard was capable of performance under this contract. This award was not only rational and supportable based on the facts, but was in fact the only logical conclusion in response to this ITB—Safeguard was responsive, responsible, and offered the lowest price and is therefore the recommended bidder.

### **Conclusion**

Accordingly, the County respectfully requests that the Hearing Examiner deny JGT's bid protest and fully affirm the County's recommended contract award to Safeguard for Invitation To Bid No. 9791-1/24, Fixed Bus Routes for Miami-Dade Transit.

Respectfully submitted,

R. A. CUEVAS, JR.  
Miami-Dade County Attorney  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

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### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via electronic mail this 9th day of April, 2014 to:

Hon. Loree Feiler, Hearing Examiner ([loreefeiler@gmail.com](mailto:loreefeiler@gmail.com)) ([lsfeiler@aol.com](mailto:lsfeiler@aol.com))

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Miami-Dade County Clerk of the Board of County Commissioners ([clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov))

Fara Diaz, Clerk of the Board ([Farad@miamidade.gov](mailto:Farad@miamidade.gov))

Linda Cave, Clerk of the Board ([LINC@miamidade.gov](mailto:LINC@miamidade.gov))

/s/ Alexander S. Bokor



MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

JGT TRANSPORTATION, INC.

Petitioner,

v.

ITB No.: 9791-1/24  
(Fixed Bus Routes for Miami-Dade Transit)

MIAMI-DADE COUNTY

Respondent,

and

SAFEGUARD AMERICA, INC. d/b/a AMERICA'S  
TRANSPORTATION

Intervenor.

---

**MOTION TO INTERVENE**

SAFEGUARD AMERICA, INC. d/b/a AMERICA'S TRANSPORTATION ("Safeguard"), by and through undersigned counsel, hereby moves to intervene in this proceeding and, in support thereof, states the following:

1. Safeguard was one of six parties that responded to Miami-Dade County's Invitation to Bid (ITB) No. 9791-1/24, for the purchase of fixed bus route transportation services ("ITB 9791-1/24").

2. The Evaluation Committee recommended that Safeguard receive the contract award on February 11, 2014. The County subsequently awarded the contract for ITB 9791-1/24 to Safeguard on March 21, 2014.

3. As the contract award recipient, Safeguard is a party interested in the outcome of this bid protest proceeding. *See NCS Pearson, Inc. v. Dep't of Educ.*, Case No. 04-3976BID,

2005 WL 310776, at ¶ 86 (Fla. DOAH Feb. 8, 2005) (holding that first-ranked bidder had standing to intervene); see also Miami-Dade County, Implementing Order No. 3-21, §§ 2-3 (Dec. 1, 2009) (contemplating the participation of other proposers in formal and informal bid protest proceedings by requiring petitioner to deliver a copy of its written intent to protest to “each bidder or proposer in the competitive process”).

4. Accordingly, Safeguard seeks to intervene and participate in this proceeding as a intervenor, with the same rights and privileges as the other parties herein, including, without limitation, the right to respond to JGT Transportation Inc.’s Notice of Intent to Protest and Formal Bid Protest and the right to participate in the bid protest hearing presently set for Friday, April 11, 2014.

**WHEREFORE**, Safeguard America Inc. respectfully requests that the Hearing Examiner: (1) grant its Motion to Intervene, (2) permit Safeguard to participate in this proceeding as an intervenor, (3) permit Safeguard to respond to JGT Transportation, Inc.’s Notice of Intent to Protest and Formal Bid Protest on or before Friday, April 11, 2014, and (4) enter any such further relief the Hearing Examiner deems just and proper.

Dated: April 7, 2014

Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 7<sup>th</sup> day of April, 2014, a true and correct copy of the foregoing was sent via electronic transmission to:

**The Honorable Loree Feiler**  
loreefeiler@gmail.com

**Alexander S. Bokor, Esq.**  
abokor@miamidade.gov

**Bruce Libhaber, Esq.**  
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**Tracy Jones**  
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**Erigene Belony, Esq.**  
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/s/ Rena Kelley

Rena Kelley

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

JGT TRANSPORTATION, INC

Petitioner.

ITB NO.: 9791-1/24

vs.

FIXED BUS ROUTES FOR  
MIAMI-DADE TRANSIT

MIAMI-DADE COUNTY BOARD OF  
COUNTY COMMISSIONERS

Respondent.

\_\_\_\_\_/

Via Electronic Mail [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov)

Tracey Jones, Procurement Contracting Officer  
Miami-Dade County—Internal Services Department  
Procurement Management Services  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor  
Miami, Florida 33138

Re: Notice Of Intent to Protest, and Formal Bid Protest Pursuant to Sections 1.12 and 2.4.1 (d) of the Invitation to Bid (ITB) 9791-1/24, Fixed Bus Routes for Miami-Dade Transit, Sections 2-8.3 and 2-8.4 of the County Code as amended, and Administrative Order (AO) No.: 3-21.

Dear Ms. Jones:

This office represents the interest of JGT Transportation (JGT) in connection with the above-referenced solicitation. Pursuant to the above-captioned sections of the Invitation To Bid (ITB), the County Codes and Administrative Orders, the purpose of this communication serves as JGT's Notice of Intent to Protest, and Formal Bid Protest of the proposed Award Recommendation to Safeguard America, Inc., d/b/a America's Transportation (Safeguard), on the grounds that (1) Safeguard has not demonstrated the requisite fixed and semi-fixed route experience, to be deemed a responsive and responsible bidder under this ITB, and therefore must be disqualified and found non-responsive, and (2) Miami-Dade County (County) abused its discretion and acted in an arbitrary and capricious manner when it decided to ignore its own bid specifications by proposing to award contract No.: 9791-1/24, Fixed Bus Routes For Miami-Dade Transit; to Safeguard as the lowest responsive and responsible bidder.

## **BACKGROUND**

Miami-Dade County issued its Invitation to Bid (ITB) 9791-1/24 for **fixed and semi fixed routes transportation services** for the Dade-Monroe express bus services, which runs between Florida City and Marathon. The ITB further provides for transportation services for the Card Sound Express, which runs between Florida City's City Hall and the Ocean Reef Club. See Exhibit "A". The bids submittal were due on November 20, 2013. Safeguard submitted its bid on the Submittal date. See Exhibit "B". The subsequent tally indicates that Safeguard was the apparent lowest bidder. See Exhibit "C".

From December 12, 2013 through March 19, 2014, JGT, by and through its counsel, forwarded a series of correspondences to the County, and in which it asserted the reasons stated below, and for which Safeguard must have been deemed non-responsive for its failure to meet the requisite fixed semi-fixed route services experience. The County without any legal justification or excuse, and although it acknowledged that fixed and semi-fixed routes transportation services remains a requirement for this project, ignored these correspondences, and summarily refused to provide a responsive correspondence. See Exhibit "D".

On Friday, March 21, 2014, the County issued its recommendation, and it which it proposed to award this instant project to Safeguard. See Exhibit "E".

For the reasons stated below, the award recommendation is legally untenable for want of compliance with the method of award and requirements of the solicitation, and applicable procurement laws. Accordingly, the proposed award must fail, by reason of fact that the proposed awardee does not possess the requisite bid requirements, and in so recommending, the County's conducts are arbitrary and capricious.

## **METHOD OF AWARD AND REQUIREMENTS**

As a preliminary matter, the County's discretion to accept or reject a bid submittal is constrained by the terms of the solicitation documents. See City of Sweetwater vs. Solo Construction Corporation, 823 So. 2d 798 (Fla. 3<sup>rd</sup> DCA 2002), *supra*. See also Liberty County vs. Baxter's Asphalt and Concrete, Inc., 421 So. 2d 505 (Fla. 1982). The ITB provides at section 2.4 that:

"Award of this contract will be made to **the responsive, responsible bidder who meets the requirements listed in Section 2.4.1** and whose offer

represents the lowest price when the extended pricing (Extended Pricing = Price Per Hour x Total Number of Service Hours) for both items is added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single bidder”.

See generally section 2.4 at page 2 (emphasis added).

The ITB further provides at section 2.4.1(d), the following:

Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Two (2) references shall be listed in the Bidder’s submittal. The references listed must be customers that are currently receiving or have received services from the Bidder in the past five (5) years. The references must include the customer’s company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services. These references shall ascertain to the County’s satisfaction that the Bidder has sufficient experience and expertise in the industry.

See Section 2.4.1(d) (emphasis added).

It is indisputable that the County took great care to emphasize that the proposed bidder must have specific and sufficient fixed and semi fixed route experience and expertise in the industry in order to be considered responsible and responsive. Accordingly, these terms are mandatory and such specific fixed and semi-fixed route experience are considered a condition precedent to a finding of responsiveness. Such specific requisite cannot be substituted with charter or group travel services experience.

#### THE ADDENDUM

October 30, 2013, the county issued its second addendum to the ITB, and in which it responded to this specific issue, that “the semi-fixed route does not mean charter or group services.” See Exhibit “F”, Addendum No.:2 answer 37. The clear import of this addendum is that the County by its own admission recognizes the necessity of the fixed and semi-fixed route experience, and further restated that the past performance in this specific area was paramount. The County’s discretion to accept or reject Safeguard’s bid submittal is constrained by the terms of the solicitation documents and its own addendum.

The terms of the ITB and the addendum are unequivocal and supremely clear that only a bidder that has regularly performed specific fixed and semi-fixed route services for a client within the past five (5) years may be deemed responsive under this bid.

#### SAFEGUARD'S BID

By its own account, America's transportation is an offshoot of a security guard company that has stumbled into the transportation industry by happenstance. A studied review of its bid submittal shows absolutely no previous Transit experience, and a complete absence of previous fixed or semi-fixed route transportation services. It is clear that Safeguard is not a bidder that has regularly engaged in the business of providing transportation services for fixed and semi-fixed routes.

Safeguard artfully listed Royal Caribbean Cruise lines, and the Miami-Dade Seaport as its references for Public Transportation. However, these entities do not provide public transportation nor transit services. The transportation services proffered as proof of fixed and semi-fixed route services are by definition a "demand response" operation most akin to charter and group travel services. By its own assertions as provided in page 14 of its proposal, Safeguard itemized its past performance and experience and skills as follows:

1. Crew Transportation;
2. Shuttle Services
3. Safeguard Services
4. Emergency Evacuation Services
5. Guest Services
6. Charter Services
7. Ground Transportation
8. Public Transportation<sup>1\*</sup>
9. Commuter Services<sup>2\*</sup>
10. Daily Service to Canaveral and Tampa

---

<sup>1</sup> Safeguard artfully listed Royal Caribbean Cruise lines, and the Miami-Dade Seaport as its references for Public Transportation. However, these entities do not provide public transportation nor transit services

<sup>2</sup> Safeguard provided no reference for this purported Commuter Experience.



The information offered by Safeguard is best described as a group travel system of transporting individuals that requires advanced scheduling by a customer. This is evidence by the fact that the transportation services provided by Safeguard are provided to special groups such as employees and crews. There are no individual fares. Additionally, riders outside that specific targeted group are excluded from the services. See Page 10 of 68 of Safeguard's Bid Submittal.

Furthermore, Safeguard described single contractual transportation services for the City of Miami, Hard Rock Seminole Casino and the baseball club Miami Marlins. Under all of these instances, these entities act as principal, and direct Safeguard to varying parks, parking areas and events throughout the City. These are by definition Shuttle or Charter Services. These services are offered for a specific selected group, and all others are excluded. For instance in the case of the City of Miami Program, only a program participant may be transported by Safeguard. The public at large is excluded from these services.

#### **CHARTER SERVICES VERSUS FIXED/SEMI-FIXED ROUTE SERVICES**

In order to provide better clarity to this issue, merit dictates that we define Charter service as provided by Title 49 of the United States Codes. Contrary to fixed and semi-fixed route services, Charter" has been defined as follows:

*"Charter service"* means, but does not include demand response service to individuals:

(1) Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:

(i) A third party pays the transit provider a negotiated price for the group;  
(ii) Any fares charged to individual members of the group are collected by a third party;

(iii) The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or

(iv) A third party determines the origin and destination of the trip as well as scheduling; or

(2) Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and:

(i) A premium fare is charged that is greater than the usual or customary fixed route fare; or

(ii) The service is paid for in whole or in part by a third party.

See 49 CFR Part 604.3 (c)(2014)

A Fixed Route system is defined as follows:

Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

See 49 CFR Part 37.3(2014)

A studied and intellectually honest review of Safeguard's proposal can only lead to one inescapable conclusion –Safeguard simply do not have the requisite fixed semi-fixed route experience. That is so because in its own proposal it offered a list of past performance and experience, wherein (a) the dates and times of these services, (b) the itinerary of travel, as well as (c) the passengers in these operations are all controlled by a principal, and (d) the trips themselves and the ultimate destinations of such trips are set in advance and/or paid for by that same principal. These facts necessarily means that these are demand response services consistent with charter and group services, and in no way meet the definition of a fixed semi-fixed route services.

Contrarily, fixed route and semi-fixed route service, contemplates the use of a vehicle "as a means of conveying members of the public, usually for a price, but without discrimination as to the persons within the class of persons so transported, but indiscriminately for any who may call for such service. Ordinarily payment comes from the individual persons transported, not from the group as a whole under contract, as the case would be with charter service.

Safeguard's experience is Charter transportation because it is not available indiscriminately to any person in the public, as would be the case for a fixed route semi-fixed route transportation service. Safeguard's services are only available to those in the group of persons with a common purpose who have entered a contract with Safeguard or benefit from one entered on their behalf. As evidenced by Safeguard's enumerated contracts with the Marlins, Hard Rock Seminole Casino, Carnival Cruise Lines and the City of Miami. Safeguard does not show experience where it has transported, or offer to transport anyone willing to pay a fare; it transports only those people who are members of the charter group. Specifically, safeguard provide transportation services to baseball fans of the Marlins, employees of Carnival cruise lines, customers of the Hard Rock Seminole Casino and program participants for the City of Miami summer program.

Fixed and Semi-fixed Route transportation services depends upon whether the transportation is generally available to the public rather than whether any money has been or will be paid. Thus, where the persons transported were limited to members of group, fellow employees, crew members or program participants, such services cannot qualify as fixed nor semi-fixed route services, the chief factor being in the policy of selection and exclusion of passengers.

### CONCLUSION

The bidder Safeguard America d/b/a America's Transportation failed to show that it possesses the requisite fixed semi-fixed route services experience to be found responsive under this ITB. The only experience that it listed in its bid are instances where a certain group of targeted passengers would have exclusive use of its vehicles during trips. This is the definition for Charter Services or Group Travel services. This is so because, such trips are scheduled in advance by a private provider who contracts with Safeguard for a specific destination and for a specific limited duration and time. Such operation are demand response operations synonymous with charter or group services travel, and cannot be substituted for the requisite fixed and semi fixed route experience.

Accordingly and based on the foregoing and the controlling solicitation documents, the County is without any discretion or choice but to find the bidder Safeguard America d/b/a America's Transportation non-responsive, nor responsible for want of the requisite fixed and semi-fixed route experience. Additionally, because the County is constrained by its own solicitation document, where the County elects to award this contact to Safeguard America, Such a decision would be arbitrary and capricious.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was forwarded via US Mail and/or Electronic Mail to each bidder or proposer in the competitive in the competitive and to the County Attorney, on this 24<sup>th</sup> day of MARCH 2014, and the original hereof filed with the Clerk of the Board.

Submitted by:

THE BELONY LAW GROUP, PLLC.  
For the Firm

*/s/ Erigene Belony*

---

Erigene Belony, Esq.

EB/amb

Enc.

Cc: Client

File

Bruce Libhaber, Esq., (via email) [Bruce2@miamidade.gov](mailto:Bruce2@miamidade.gov)

Clerk of the Board, (via email) [ClerkBCC@miamidade.gov](mailto:ClerkBCC@miamidade.gov)

Tracey Jones, (via email) [tjones@miamidade.gov](mailto:tjones@miamidade.gov)

The Honorable Jean Monestime, District 1

The Honorable Barbara Jordan, District 2

The Honorable Audrey Edmonson, District 3

The Honorable Sally Heyman, District 4

The Honorable Bruno A. Barreiro, District 5

The Honorable Rebecca Sosa, District 6

The Honorable Xavier L. Suarez District 7

The Honorable Lynda Bell, District 8

The Honorable Dennis C. Moss, District 9

The Honorable Javier D. Souto, District 10

The Honorable Juan C. Zapata, District 11

The Honorable Jose "pepe" Diaz, District 12

The Honorable Esteban Bovo, Jr., District 13

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## EXHIBIT "A"



BID NO.: 9791-1/24

OPENING: 2:00 P.M.  
Wednesday  
November 6, 2013

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**Fixed Bus Routes for Miami-Dade Transit**

**FOR INFORMATION CONTACT:**

**Tracey Jones, 305-375-4803, [tjones@miamidade.gov](mailto:tjones@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**EXHIBIT "A"**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 9791-1/24**

**Bid Title: Fixed Bus Routes for Miami-Dade Transit**

**Procurement Officer: Tracey Jones**

**Bids will be accepted until 2:00 p.m. on November 6, 2013**

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



SECTION 1  
**GENERAL TERMS AND CONDITIONS**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

**SECTION 2**  
**SPECIAL CONDITIONS**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the Miami-Dade County Transit (MDT) department for purchase of fixed bus route transportation services. The contract will provide patrons transportation services throughout Miami-Dade and Monroe Counties via two routes. The Dade-Monroe Express bus service runs between Florida City and Marathon. The Card Sound Express bus service runs between Florida City's City Hall and the Ocean Reef Club.

**2.2 TERM OF CONTRACT: FIVE YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order which is distributed by the Internal Services Department, Procurement Management Services Division (ISD/PMSD); and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year period.

**2.3 OPTION TO RENEW: FIVE (5) ADDITIONAL YEARS**

The County shall have the option to renew this contract for one 5-year period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the awarded bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County

Should the awarded bidder decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

**2.4 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

Award of this contract will be made to the responsive, responsible bidder who meets the requirements listed in Section 2.4.1 and whose offer represents the lowest price when the extended pricing (Extended Pricing = Price Per Hour x Total Number of Service Hours) for both items is added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single bidder.

**2.4.1 Requirements**

The requirements are as follows:

- A. Bidder shall maintain an office staffed by competent company representative(s) authorized to discuss matters pertaining to the contracted services, who can provide information, and who are cognizant of the industry and industry standards. The bidder's office address shall be included in the bidder's submittal.
- B. Bidder shall be equipped with modern office equipment, especially a dedicated phone, fax or an e-mail address. These resources must be available twenty-four (24) hours a day to provide immediate support and response. The bidder's phone number, fax number and/or e-mail address shall be included in the bidder's submittal.

**SECTION 2**  
**SPECIAL CONDITIONS**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

- C. Bidder shall have a current United States Department of Transportation (US DOT) Number registered with the US DOT Federal Motor Carrier Safety Administration.
- D. Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Two (2) references shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have received services from the Bidder in the past five (5) years. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.

**2.4.2 Financial Capacity and Purchase/Lease of Buses**

The apparent lowest responsive bidder will be required to provide proof that they currently have the required buses to perform services or have the financial capacity to purchase/lease buses for the duration of the contract.

The bidder may be required to provide its most recent certified business financial statements as of a date not earlier than the end of the Bidder's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

Bidder may submit additional documents to prove its financial capacity. The County will review the Bidder's financial capacity based on several factors, which may include, but not to be limited to, as the Bidder's ability to access funding necessary to purchase/lease buses, cover required start-up cost, cash reserves to ensure ongoing operational and payroll cost for a period up to 60 days from the start of and throughout the duration of the award contract.

**2.5 PRICES**

Prices shall remain firm and fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent year thereafter, the County will review price adjustments based on the weighted sum of the percentage change in the value of the most recent Consumer Price Index (CPI) for:

A) Miami – FT Lauderdale, All Urban Consumers, All Items, Series Id: CUURA320SA0, CUUSA320SA0, (Weight = 75%), and

B) Miami – FT Lauderdale, All Urban Consumers, Private Transportation, Series Id: CUURA320SAT1, CUUSA320SAT1, Private Transportation, (Weight = 25%).

Any upward or downward adjustments will not exceed 3% annually. This adjustment will be in lieu of any other price adjustment, such as an adjustment for changes in the living wage rate.

**SECTION 2**  
**SPECIAL CONDITIONS**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current one-year period. This adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded bidder if they are not in accordance with the above.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

**2.6 METHOD OF PAYMENT**

The awarded Bidder shall submit monthly invoices to the County. In order for the County to provide payment, the awarded Bidder shall submit a fully documented invoice that provides the basic information as stipulated in Section 1.34.

**2.7 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Tracey Jones, at (305) 375-4803 email – [tjones@miamidadegov](mailto:tjones@miamidadegov)

**2.8 LIVING WAGE**

**See Attachment A.**

**2.9 INSURANCE**

Refer to Section 1, Paragraph 21 for guidelines for insurance requirements. The insurance requirements below supersede the requirements specified in Section 1, Paragraph 21 (A).

The awarded bidder shall furnish to the Vendor Assistance Section of Procurement Management, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property

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damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000\* combined single limit per occurrence for bodily injury and property damage.

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**3.1 SCOPE OF WORK**

This contract is for purchase of fixed bus route transportation services for Miami-Dade Transit (MDT). The contract will provide patrons transportation services throughout Miami-Dade and Monroe Counties via two routes. The Dade-Monroe Express bus service runs between Florida City and Marathon. The Card Sound Express bus service runs between Florida City's City Hall and the Ocean Reef Club.

**3.2 FIXED ROUTE TRANSPORTATION SERVICES REQUIREMENTS**

The awarded Bidder shall provide chauffeur (driver) driven full size passenger buses in the number and type stated in Sections 3.2.1 and 3.2.2. This type of service is characterized by vehicle trips that follow a specified geographic route, a time schedule, and services having daily start and end time, and operating on specified days of the week. Designated fixed route schedules may be revised or eliminated at the discretion of the County. The awarded Bidder shall furnish all items required to provide the services including labor, material, vehicles (buses), uniforms, and equipment (except as specified in section 3.2.3). The buses to be used to provide these services shall meet the requirements of Sections 3.3, Bus Requirements and Specifications and 3.4, Display of County Symbol on Buses. The drivers to be used by the awarded Bidder shall meet all requirements of Section 3.5, Driver Requirements, Training and Supervisors. The Communication system to be used by the awarded Bidder shall meet the requirements of Section 3.6, Communication System.

**3.2.1 Dade Monroe Express Route**

The Dade Monroe Express Route is a fixed bus route between Florida City in Miami Dade County and Marathon Key in Monroe County as specified in Section 3.7 – Dade Monroe Express Schedule.

- A. The awarded Bidder shall have available seven (7) air conditioned, wheel chair accessible, full size buses as specified in Section 3.3, Bus Requirements and Specifications, seven (7) days a week including all holidays from 5:15 A.M. to 1:10 A.M. Six (6) buses will be utilized to provide the scheduled service routes, and one (1) bus shall be made available in the event a scheduled bus becomes non-operational during service.
- B. The awarded Bidder's bus drivers shall stop when hailed by passengers.

**3.2.2 Card Sound Express Route**

The Card Sound Express Route is a fixed bus route from the Florida City, City Hall located at 404 West Palm Drive, Florida City, Florida, and the Ocean Reef Club, located at 35 Ocean Reef Drive, Key Largo, Florida as specified in Section 3.8 – Card Sound Express Schedule. The route serves the Ocean Reef Club which is an employment hub for residents of Miami-Dade and Monroe counties.

The awarded Bidder shall have available two (2) air conditioned, wheel chair accessible, full size buses as specified in Section 3.3, Bus Requirements and Specifications, seven (7) days a week including all holidays from 5:30 A.M. to 8:30 A.M. and from 2:35 P.M. to 5:35 P.M. One (1) bus shall be utilized to provide the scheduled service route, and one (1) bus

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shall be made available in the event the scheduled bus becomes non-operational during service.

**3.2.3 Easy Tickets**

All Passengers must purchase Easy Tickets or have a Pre- Loaded Easy Card to travel. Passengers can purchase Easy Tickets from any County authorized Easy Ticket vendor or the driver in accordance with MDT's Fare Rate Policy. One Ride EASY Tickets will be offered for sale on-board in the awarded Bidder's buses. Awarded Bidder shall purchase an initial order of 15,500 EASY Tickets for use on the Dade Monroe Express and Card Sound Express in an amount equal to the prevailing rate of a Metrobus ticket as established by the County.

Subsequent to the initial month of operations of this contract, the awarded Bidder shall purchase additional Easy tickets at the then prevailing rate for each type of ticket equal to the average monthly cash paying passenger. Awarded Bidder shall pick-up and pay for Easy tickets at the Overtown Transit Village Pass Sales Office, or at a location designated by the County. Awarded Bidder is financially responsible for all EASY tickets purchases. Payment for Easy Ticket shall be made at the time of purchase by the awarded Bidder. EASY Tickets have a 60 day activation life and should be sold or exchanged within that period. The County will not exchange any unsold or defective tickets after the 60th day from date of purchase. In the event the awarded Bidder receives EASY tickets that are defective, the awarded Bidder agrees that it will contact the County to coordinate a time and date convenient for both parties to review and exchange defective EASY Tickets. The County may refund the awarded Bidder for any unused tickets returned five (5) business days following the expiration or termination of this agreement.

**3.2.3.1 Farebox/ Easy Card Reader Equipment**

- A. Farebox / Easy Card Reader and Automatic Passenger Counting (APC) equipment must be installed and operational on each bus, including replacement buses prior to the commencement of service. The County will supply, install and maintain Equipment. The County repairs fareboxes at the Central Bus Facility located at 3300 NW 32<sup>nd</sup> Avenue. The County reserves the right to remove all fareboxes and replace them with Easy Card Readers only. Cash received from the on-board purchase of Easy tickets shall not be deposited in the County's Farebox / Easy Card Reader; this equipment shall only be used for tapping Easy cards and Easy ticket when a passenger boards the bus.
- B. Dimensions- The complete farebox assembly, excluding the mounting base plate, will not be less than thirty-six inches (36"), nor more than forty-one inches (41") high, as measured from the vehicle floor, and not more than (11") in cross section. The base plate for a farebox does not exceed 12-1/2" by 12-1/2".
- C. The fareboxes accept all fare media, including Golden Passport Card, issued by Miami-Dade Transit.

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**3.3 Bus Requirements and Specifications**

Buses may be leased or owned by the awarded Bidder. Full size buses shall be new or used but in good condition. Used vehicles are subject to acceptability determination by the County. Any used vehicles providing services to Miami-Dade County must not exceed twelve (12) model years of age during the life of the contract.

- A. The Dade-Monroe service may be provided with a full size bus that has a minimum 45 feet in overall length (excluding energy absorption bumper and extension) and a minimum seating capacity of 52 passenger seats.
- B. Card Sound service may be provided with a full size bus that has a minimum 45 feet in overall length (excluding energy absorption bumper and extension) and a minimum seating capacity of 52 passenger seats OR a full size bus that has a minimum 40 feet in overall length (excluding energy absorption bumper and extension) and a minimum seating capacity of 38 passenger seats.
- 1) General Bus Standards - The awarded Bidder shall provide buses which meet or exceed the manufacturers' safety and mechanical standards. Each bus must comply with all safety, mechanical and vehicular requirements mandated by applicable County, State or Federal regulations, including but not limited to Florida Department of Transportation Rule 14-90.007 - Vehicle Equipment Standards and Procurement Criteria, Chapter 31, Article III of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

All buses provided shall meet or exceed the requirements listed below:

- i. Have uniform paint/color schemes on all vehicles.
- ii. Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- iii. Have a functioning interior light within the passenger compartment.
- iv. Have a functioning speedometer indicating speed in miles per hours and a functioning odometer correctly indicating distance in tenths of a mile.
- v. Have an operable Heating, Ventilation, and Air Conditioning (HVAC) system capable of maintaining the bus interior temperatures between 68 and 72° F. Note: If the air conditioning system becomes inoperable during the day, vehicle shall be replaced at the end of the round trip (North end of the line for the Dade Monroe and Card Sound Routes). The vehicle shall not be used for further service until the air conditioning system has been repaired.
- vi. Have exterior free of grime, rust, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- vii. Be clean in the interior and free from trash, torn floor coverings, damaged or broken seats, and protruding sharp edges at all times.
- viii. Have unobstructed vision on at least three (3) sides of the vehicle.
- ix. Free of leaks of any kind.
- x. Be equipped with a functioning horn.
- xi. Meet all ADA requirements such as but not limited to wheelchair accessible and vehicle kneeling system, two wheelchair positions with approved tie downs, a public address system (PA system), destination sign with front, side and rear displays.
- xii. Have a minimum of two (2) escape and ventilating hatches on roof.



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- xiii. Have adjustable driver's seat with seat belts.
  - xiv. Have side windows which must be 1/2 inch minimum acrylic or polycarbonate or 1/4 inch minimum tempered glass.
  - xv. Have a diesel engine with on board fuel capacity to achieve 400 mile range without re-fueling.
  - xvi. Have an automatic transmission and fire suppression system
  - xvii. Meet Compliance of air brakes with FMVSS121 and air suspension.
  - xviii. Have stanchions or grab rails.
  - xix. Have a 10 lb. Underwriters Laboratory (UL) approved ABC type fire extinguisher securely mounted in a location readily accessible to the driver.
  - xx. Have a three (3) piece highway reflective triangles.
  - xxi. Have an electronic equipment locker with the following minimum dimensions 18"W X 12"H X 20"D equipped with one to two pullout trays. +24 Volt Bus battery voltage (fused at 30A) must be available on a terminal strip in the electronic locker.
- 2) Bus Inspections- Each bus to be used in service shall comply with all the requirements contained in Chapters 30 and 31 of the Miami-Dade County Code, any applicable state and federal laws and all requirements from the Department of Regulatory and Economic Resources (RER); For-Hire Transportation Division. All buses utilized to provide transportation services must, at all times, display a valid County inspection, and operation permit, issued by the Department of Regulatory and Economic Resources, For-Hire Transportation Division. Proof of compliance with this section must be supplied to the County upon request. All buses shall be made available for inspection by the County. Any bus found not in conformity with the above standard specified requirements must be removed from service until it passes subsequent inspections. Any bus removed from service shall not return until the County verifies and approves any and all corrections of deficiencies. The County further reserves the right to order the immediate removal from service of any bus not in compliance with any vehicle standards referenced herein. Failure to comply with this requirement will result in disallowance of compensation for services rendered in the violating vehicle.
- 3) Daily Pre-operational Inspections – Daily and pre-operational inspections by the awarded Bidder shall be conducted in accordance with FDOT regulations specifically, equipment, operational and safety standards –Public Sector Bus Transit 14-90:  
<http://www.dot.state.fl.us/ctd/events/Presentations/2009%20Conference/Rule%2014-90%20Equipment%20and%20Operational%20Standards.pdf>  
and all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions shall be documented in a daily inspection report and the corrective actions taken as a result of the deficiencies. The awarded Bidder shall store and provide the reports to the County upon request. The pre-operational inspection shall include the following as a minimum:
- i. Service brakes
  - ii. Parking brakes
  - iii. Tires and wheels
  - iv. Steering
  - v. Horn
  - vi. Lighting devices
  - vii. Windshield wipers
  - viii. Rear vision mirrors
  - ix. Passenger doors

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- x. Exhaust system
- xi. Equipment for transporting wheelchairs
- xii. Safety, security, and emergency equipment

**3.4 Display of County Symbol on Buses**

The awarded Bidder shall set aside space in the interior and on exterior of the bus to display approved County postings when the buses are being used to provide services for the County.

A. Signage- Prior to the commencement of service, the awarded Bidder shall provide and install permanent route indicators and destination signs in the manner prescribed by the County. All destination sign must comply with ADA requirements. All signs need to be preapproved by MDT prior to installation. The following signs shall be required:

- 1) **Windshield Destination Sign:** A sign showing the name of the route destination, name of the service and County logo installed at the top of the windshield on the passenger side in clear view of the public. Sign size shall be 15" in height and 36" wide. Signs can be magnetic or electronic. The sign shall be controlled via a single human-machine interface (HMI). In the absence of a single mobile data terminal (MDT) the HMI shall be conveniently located for the bus driver within reach of the seated driver. The destination sign compartments shall meet the minimum requirements:
  - Compartments shall be designed to prevent condensation and entry of moisture and dirt.
  - Compartments shall be designed to prevent fogging of both compartment window and glazing on unit itself.
  - Access shall be provided to allow cleaning of inside compartment window and unit glazing.
  - Front window shall have an exterior display of no less than 8.5" in high by 65" wide.
- 2) **Side of Bus:** An 18" tall by 36" wide sign shall be located on each side of the bus to identify the service with the County logo. The County will provide digital logo for reproduction. Signs can be magnetic or electronic.
- 3) **Rear of Bus:** An 18" tall by 36" wide sign shall be located on the rear of the bus to identify the service with the County logo. Signs can be magnetic or electronic.

**3.5 Driver Requirements, Training and Supervisors**

**3.5.1** The awarded Bidder shall ensure that its drivers adhere to all applicable standards contained in FDOT rule chapter 14-90 and the following provisions:

- A. Personal Appearance - Cleanliness and neatness are required at all times. Driver's uniform is required and shall consist of a collared shirt of solid color with a logo identifying the awarded Bidder's name, and a solid color pant. Uniforms must be clean and in good condition at all times.
- B. Personal Habits - The following acts are not permissible by drivers when providing services for the County:

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- i. Use of intoxicating liquors, narcotics or controlled substances of any kind while on duty or reporting for duty in uniform (excluding doctors' prescriptions which do not adversely affect the driver's ability to perform his or her duties).
  - ii. Gambling in any form while on duty or providing services under this Contract.
  - iii. Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose.
  - iv. Carrying of pistols, firearms or concealed weapons while on duty.
  - v. Resorting to physical violence to settle a dispute with a fellow employee or the general public while on duty. In self-defense an employee may use no more force than is reasonably necessary to defend him or herself.
  - vi. Spitting or any other unsanitary practices are prohibited while on duty or providing services under this Contract.
  - vii. Use of loud, indecent or profane language and/or making threatening or obscene gestures toward passengers or other employees.
- C. Driver's Responsibility - Drivers must perform safe, smooth and efficient operation of vehicles and avoid discomfort or inconvenience to the passengers. The driver of the vehicle shall be responsible for but not limited to:
- i. Adherence to route, schedules and time points
  - ii. Knowledge and observance of traffic laws and safety regulations
  - iii. Safety of boarding and alighting passengers
  - iv. Proper display of all required signs and identifications
  - v. Adjustment of lighting, heating, ventilation and cooling for the comfort of passengers
  - vi. Distribution of transit informational publications on buses as directed by MDT
  - vii. Performance of such other duties as may from time to time be prescribed by the County
- D. Driver History - Prior to placing a driver in service, the awarded Bidder shall conduct a thorough driver's license check for a minimum of five (5) years in the past to ensure that all drivers providing services under the resultant contract have no history of DUI, DWI, reckless driving convictions, leaving the scene of an accident, or any other serious offenses. The awarded Bidder shall ensure that all drivers providing services under contract shall have no more than three (3) moving violation points on their State driver's license within the last three (3) years. Driver license check information is available at the Internet address below.

<http://www.flhsmv.gov/ddl/abstract.html>

Prior to placing a driver in service, the awarded Bidder shall obtain a nationwide criminal background check by fingerprint through the National Crime Information Center (NCIC). This shall include, as a minimum, any criminal history which might impair the service to customers, including convictions for crimes involving assault, battery and moral turpitude in any state to ensure that all drivers providing services under the resultant contract will have no history of such offenses. The NCIS check will be processed by the County at a cost to the awarded Bidder of \$45 per person (current rate, subject to change). The awarded Bidder shall pay the County by check made to the Board of County Commissioners. In accordance with administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States' currency with the drawer's name and addresses imprinted on the check. The County will notify the awarded Bidder of the approval or denial of the driver applicant.

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The awarded Bidder shall review the driver history biannually (twice a year) for all drivers and perform NCIC background checks annually. If the awarded Bidder becomes aware of any driver not in compliance with the requirements stated herein, the awarded Bidder shall immediately remove the driver from service.

- E. Driver Registration - Drivers shall have and maintain a current, valid State Commercial Drivers License (CDL). CDL Driver licenses must have passenger endorsement.

Drivers shall notify the awarded Bidder immediately of any citation, arrest, or suspension or revocation of driver's license in accordance with all FDOT 1490 regulation and operating procedures. The awarded Bidder shall notify the County of any driver who has his/her Driver's License suspended or revoked by close of business the next business day after such notification by the driver. The awarded Bidder shall also immediately notify the County of all driver resignations or terminations. The County retains the right to monitor all drivers' licenses for eligibility and to immediately remove any driver from services for non-compliance.

- F. Driver Training Program - The awarded Bidder shall certify that the drivers and other personnel providing transportation under this Contract have completed initial and yearly refresher training. This written training program must be submitted to the County and is subject to review and approval by the County. All instructors are to be certified by the National Safety Council, Smith System or equivalent as approved by the County. Records of the drivers' attendance must be kept on file by the awarded Bidder and made available to the County for review upon request. The training program should consist of, but not be limited to, the following:

- i. Defensive and safe driver training according to National Safety Council, Smith System or equivalent
- ii. Passenger courtesy and comfort
- iii. Policy clarification as it relates to drivers requesting and or receive gratuity (tips)
- iv. Technical training in the proper use of vehicle equipment, where applicable
- v. ADA policies and guidelines
- vi. Sexual Harassment policy training in accordance with County guidelines
- vii. All applicable standards contained in FDOT Rule Chapter 14-90

- G. Driver Service Training - Miami-Dade Transit staff will provide initial and yearly refresher training programs to all drivers providing transportation under this Contract. MDT staff will determine the location and provide training upon a mutually agreed schedule. Training will include but will not be limited to the following.

- i. Rights and responsibilities of the drivers
- ii. Rights and responsibilities of the riders
- iii. Transit Fares
- iv. Safety, ADA, and FDOT policies and guidelines
- v. Route alignment, turnaround locations, rest facilities
- vi. Adherence to route, schedules and time points

- H. Driver Physical - Drivers shall have physical examinations as required by Florida Department of Transportation Rule 14-90. The awarded Bidder shall keep copies of the physical examinations.

- I. Drug-free Workplace and Testing - The awarded Bidder shall comply with all applicable requirements of the United States Department of Transportation (USDOT), regulations for drug

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and alcohol testing for all persons holding safety-sensitive positions, as defined by USDOT related to transit operation.

J. Prior to placing a driver in service, all the information listed in D, E, F, H, and I above shall be provided to the County.

K. The County reserves the right to remove any driver from service for cause.

**3.5.2 Supervisors**

The awarded Bidder shall provide supervisors on an as needed basis at the direction of the County. Supervisors shall monitor on-time performance, adherence to route schedules, safety, and other issues to assure excellent delivery of service.

**3.6 Communication System**

The awarded Bidder's Communication System shall consist of:

- A. Telephone System - The awarded Bidder shall provide a dedicated telephone line to ensure accessible communication between the County and the awarded Bidder's facility (see Section 3.9) for the purposes of cancelling trip requests as well as handling other emergencies.
- B. Two-Way Radio System or Alternative Two-way Communication System - The awarded Bidder shall be in regular radio communication with all vehicles providing transportation service through a base station or a County approved alternative communication system (e.g., mobile phones). Vehicle Drivers must comply with Miami-Dade County Implementing Order 6-8: Use of Cellular Telephones and Similar Wireless Devices while Operating County Vehicles.
- C. Vehicle Modem - The awarded Bidder shall purchase, install and maintain in good working order Mobile Access Routers/Gateways to include Global Positioning System (GPS) functionality in each vehicle authorized to provide services under the provisions of the resultant contract. Miami-Dade Transit will provide the awarded Bidder General Packet Radio Service (GPRS) Cellular Cards to be installed by the awarded Bidder in the Mobile Access Routers/Gateways. Miami-Dade Transit will utilize the equipment as an extension to the Mileage Positioning System (MPS), whereby MDT will monitor and track vehicles providing transportation services for the County.

The awarded Bidder shall be responsible for all cost associated with the installation and maintenance of the Mobile Access Routers/Gateways with the exception of recurring cellular fees. All recurring cellular fees will be the responsibility of Miami-Dade Transit. Prior to procuring the Mobile Access Routers/Gateways and Antennae the awarded Bidder must obtain written approval from the Miami-Dade Transit. All Mobile Access Routers/Gateways supplied the awarded Bidder shall comply with the minimum specifications:

**Reference-In Motion on Board Mobile Gateway or approved equals /better:**

- 1) Small Form Factor, Ultra-Rugged Design
- 2) Built-in mobile access point
- 3) Able to operate within the vehicle power range and restrictions
- 4) Operates in extreme conditions:
- 5) Operating Temperature: up to 140°F
- 6) Operating Humidity: 10 - 95 %

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- 7) Compliance with SAE J1455 (Vibrations, Shock, Drop)
- 8) Environmental electromagnetic interference /compatibility
- 9) Equipment shall comply with UL standards in accordance to the deployment scenario. Such compliance shall be clearly stated in a UL label.

**WAN**

- 1) Integrated compatibility with current wireless WAN standards: EVDO, GPRS, GPRS EDGE, UMTS, HSDPA, HSUPA.
- 2) IEEE 802.11 a/b/g/n (capable of simultaneous dual-band)
- 3) Compatibility with future standards 802.20 (LTE)
- 4) Express Card, Mini PCIe, MiniPCI and USB formats
- 5) Multiple manageable WAN connections with roaming ability and low latency handoff
- 6) IPSec Encryption (LAN to LAN or similar)

**LAN**

- 1) DHCP Server (RFC 2131)
- 2) Serial
- 3) Ethernet (4 or more ports)
- 4) IEEE 802.11 b/g
- 5) WEP, WPA, WPA2, WPA2 Enterprise (802.11i)
- 6) Port blocking/forwarding
- 7) NAT, SPI Firewall

**Physical Interfaces**

- 1) Ethernet – RJ45 x 4 or more.
- 2) USB 2.0 x 2 or more
- 3) Serial – Full RS232
- 4) Expansion cards or customizable panels to accommodate additional connectors.

**GPS Capable**

- 1) Embedded multiple channel GPS receiver
- 2) NMEA and TAIP messaging
- 3) Local and remote forwarding via TCP or UDP

**Protocols**

- 1) HTTP, HTTPS, SMTP, POP, IMAP, FTP, PPP (RFC 2516), SSH, IP V.4/V.6
- 2) Compatible with industry standard mobile routing protocols (including GRE)

**Power Management**

- 1) Auto Power-Up on ignition sense
- 2) Programmable shut-off delay (up to 2 hours)
- 3) Input voltage monitoring with configurable auto-shutdown
- 4) Temperature detection with auto-shutdown protection

**Antennae External**

- 1) TriMode Combo Antenna
- 2) Cellular /PCS and GPS combination into one small enclosure
- 3) All weather resistant
- 4) 30 dB gain
- 5) Omni Directional radiation pattern

**Antennae Internal**

- 1) Wi-Fi Antenna
- 2) Small footprint, low profile
- 3) Adhesive mount
- 4) 4.5 dB gain or better
- 5) Omni Directional radiation pattern

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- D. A dedicated DSL line at a location (i.e. bus parking lot, garage, etc) where the buses, providing services under this contract, are parked on a daily basis. This is required in order for the County to collect data as well as update software in the Farebox/Easy Card Reader Equipment.

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**3.7 Dade Monroe Route Schedule**

**DADE-MONROE EXPRESS**  
**WEEKDAY-SATURDAY-SUNDAY**

Florida City	Key Largo	Tavernier	Islamorada	Marathon
	M/M 98	M/M 87	M/M 74	M/M 50
(Depart)				(Arrive)
5:15 AM	6:10 AM	6:25 AM	6:50 AM	
5:30 AM	6:25 AM	6:40 AM	7:05 AM	
5:35 AM	6:30 AM	6:45 AM	7:10 AM	
5:40 AM	6:35 AM	6:50 AM	7:15 AM	7:50 AM
6:10 AM	7:05 AM	7:20 AM	7:45 AM	
7:50 AM	8:45 AM	9:00 AM	9:25 AM	
8:40 AM	9:35 AM	9:50 AM	10:15 AM	
10:30 AM	11:25 AM	11:40 AM	12:05 PM	12:40 PM
11:30 AM	12:25 PM	12:40 PM		
1:00 PM	1:55 PM	2:10 PM	2:35 PM	3:10 PM
1:30 PM	2:25 PM	2:40 PM	3:05 PM	
2:00 PM	2:55 PM	3:10 PM	3:35 PM	
3:20 PM	4:15 PM	4:30 PM	4:55 PM	5:30 PM
5:40 PM	6:35 PM	6:50 PM	7:15 PM	
6:20 PM	7:15 PM	7:30 PM	7:55 PM	8:30 PM
8:30 PM	9:25 PM	9:40 PM	10:05 PM	10:40 PM
9:15 PM	10:10 PM	10:25 PM		

Marathon	Islamorada	Tavernier	Key Largo	Florida City
M/M 50	M/M 74	M/M 87	M/M 98	
(Depart)				(Arrive)
	6:55 AM	7:20 AM	7:35 AM	8:30 AM
	7:10 AM	7:35 AM	7:50 AM	8:45 AM
	7:20 AM	7:45 AM	8:00 AM	8:55 AM
	7:50 AM	8:15 AM	8:30 AM	9:25 AM
8:05 AM	8:40 AM	9:05 AM	9:20 AM	10:15 AM
	9:45 AM	10:10 AM	10:25 AM	11:20 AM
	10:25 AM	10:50 AM	11:05 AM	12:00 PM
		12:45 PM	1:00 PM	1:55 PM
1:00 PM	1:35 PM	2:00 PM	2:15 PM	3:10 PM
	3:15 PM	3:40 PM	3:55 PM	4:50 PM
	3:50 PM	4:15 PM	4:30 PM	5:25 PM
3:45 PM	4:20 PM	4:45 PM	5:00 PM	5:55 PM
5:50 PM	6:25 PM	6:50 PM	7:05 PM	8:00 PM
	7:30 PM	7:55 PM	8:10 PM	9:05 PM
8:45 PM	9:20 PM	9:45 PM	10:00 PM	10:55 PM
		10:45 PM	11:00 PM	11:55 PM
11:00 PM	11:35 PM	12:00 AM	12:15 AM	1:10 AM

Total number of service hours daily: 65:25 minutes

- A. Six (6) southbound and six (6) northbound trips shall be provided between Florida City and Marathon Florida mile marker 50.
- B. Nine (9) southbound and nine (9) northbound trips shall be provided between Florida City and Islamorada at mile marker 74.
- C. Two (2) southbound and two (2) northbound trips shall be provided between Florida City and Tavernier at mile marker 87.



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**3.8 Card Sound Route Schedule**

**Card Sound Express**

Weekday-Saturday- Sunday

**Southbound**

Florida City City Hall (Departure)	Ocean Reef Club (Arrive)
5:30 AM	6:05 AM
7:05 AM	7:40 AM
2:35 PM	3:10 PM
4:10 PM	4:45 PM

**Northbound**

Ocean Reef Club (Departure)	Florida City City Hall (Arrive)
6:20 AM	6:55 AM
7:55 AM	8:30 AM
3:25 PM	4:00 PM
6:00 PM	6:35 PM

**Total number of service hours: 6:00**

Note: Four (4) southbound and four (4) northbound trips shall be provided between Florida City, City Hall to the Ocean Reef Club.

**3.9 Office Facility**

The awarded Bidder shall provide an office staffed by competent representative(s) authorized to discuss matters pertaining to these services, who can provide vehicle information, and are cognizant of the routes being serviced. The office shall be equipped with modern office equipment, especially a telephone system (see attachment D (A)), facsimile (Fax) machine and/or an e-mail address.

**3.10 Failure to Perform**

Where the awarded Bidder fails to perform in accordance with the Contract, the County will assess liquidated damages as prescribed in this Section. Liquidated damages for other types of performance failures may be negotiated by the County and awarded Bidder.

A. The awarded Bidder will be assessed liquidated damages in the amount equal to twice the current hourly rate for the services for:

- 1) Failure to have a back-up vehicle with required fare collection equipment at the Wal-Mart in Florida City (stop #1 on the Dad-Monroe Express Route), or at Florida City City Hall (stop #1 on the Card Sound Express Route), within thirty (30) minutes of a vehicle failure; will result in liquidated damages. If a breakdown occurs

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

anywhere else along the route, the awarded Bidder will have thirty (30) minutes plus the scheduled time between the Wal-Mart/Florida City City Hall and the location where the breakdown occurred, to resume service.

or

- 2) Every out of service hour due to missed run or any other reason.
- B. Failure to operate a vehicle that meets all standards set forth in the Contract or for operating a non-accessible vehicle will result in liquidated damages for each hour, including the initial thirty (30) minutes, or any portion thereof. These damages will be assessed in the amount equal to twice the current hourly rate.
  - C. Failure to display signs, when signs have been provided by the County, will result in liquidated damages of \$50.00 per vehicle, per day.
  - D. Failure to operate a bus with a functioning farebox / Easy Card Reader will result in liquidated damages in the amount of \$250 per day, for each day the farebox / Easy Card Reader is not functioning.
  - E. Failure to respond to complaints received from the County within the specific time period will result in liquidated damages of \$30.00 each day after the response due date.
  - F. Failure to adhere to schedules for Fixed Route Service, as monitored by the County and deemed to be within reasonable control of the awarded Bidder, shall result in liquidated damages in the amount of twice the current hourly rate where schedules are not followed.
  - G. Operating in service for longer than a round trip without an operable air conditioning system will result in the application of Section 3.10(B).
  - H. The awarded Bidder is required to record and submit to the County, all operating statistics or any other pertinent information requested by the County. Failure to submit such information may result in the awarded bidder being assessed liquidated damages equal to four (4) hours of service at the current hourly rate of pay. Each day thereafter, the awarded bidder will be assessed an additional two (2) hours of pay until the information is provided.

**3.11 Complaints Handling and Notification of Delays**

The awarded Bidder shall refer complainants to MDT's Information and Customer Service number (305) 891-3131, TDD (305) 499-8971. The awarded Bidder will be informed of all complaints received by the County and shall acknowledge receipt of the complaint by phone, facsimile or electronic mail within twenty four (24) hours of receipt. awarded Bidder shall investigate and provide resolution in written form to the County within three (3) working days after receipt of the complaint. In the event a resolution to a complaint is unattainable within the three days, the awarded Bidder shall provide an explanation

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

detailing why the complaint has not been resolved, and the number of days the awarded Bidder requires to resolve the complaint.

The awarded Bidder shall immediately notify Bus Traffic Control via phone 7 days a week, 24 hours a day and the project manager via email, 7 days a week, 24 hours a day; of any departure more than 30 minutes late from schedule time, accident or major incident including but not limited to passengers being transported to a medical facility or a fatality. Phone numbers will be provided to the awarded Bidder.

MIAMI-DADE COUNTY

BID NO.: 9791-1/24

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**Wednesday**  
**November 6, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued  
by:  
**Tracey  
Jones**

ISD/PM

Date Issued:  
**October 18, 2013**

This Bid Submittal Consists of  
Pages **20** through **26** and  
**Affidavits**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>962-17, 975-14 &amp; 961-74</b>	
Procurement Contracting Officer: <b>Tracey Jones</b>	

FIRM NAME \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**

**SECTION 4**  
**BID SUBMITTAL FOR:**  
**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**FIRM NAME:** \_\_\_\_\_

**MINIMUM REQUIREMENTS (See Section 2.4.1)**

Please indicate in the box that your company is in compliance with the requirements below:

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.4.1 A	Provide complete office address: _____ _____ _____	_____
Paragraph 2.4.1 B	Enter your firm's dedicated phone and facsimile (FAX) machine number, including area code:  Phone No. _____  Fax No. _____  Enter your firm's e-mail address:  E-mail: _____	_____
Paragraph 2.4.1 C	Proof of current US DOT Number.	_____

**SECTION 4**  
**BID SUBMITTAL FOR:**  
**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**FIRM NAME:** \_\_\_\_\_

<b>Reference:</b>  Section 2 Paragraph 2.4.1D	<p>List references from customers to whom your firm has provided transportation services for fixed/semi fixed routes in the past three (3) years.</p> <hr/> <p>(1) Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Customer's Address: _____ Customer's Telephone #: _____ Customer's E-mail Address: _____</p> <hr/> <p>(2) Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Customer's Address: _____ Customer's Telephone #: _____ Customer's e-mail address: _____</p>
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**SECTION 4**  
**BID SUBMITTAL FOR:**  
**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**FIRM NAME:** \_\_\_\_\_

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**PRICING**

The bidder shall state its price for providing services as stated in Section 3 (Technical Specifications). The bidder shall submit its pricing stated as a flat, fixed hourly rate which shall include all expenses to be paid under this Contract.

Price per Service Hour for each fixed route:

Route	Total Number of Service Hours for the Five (5) Year Contract Term	Price Per Hour
Dade Monroe Express	119,355	\$
Card Sound Express	10,905	\$

Notes:

1. The estimated total number of hours above is based on daily hours stipulated in Sections 3.7 & 3.8.
2. The County will reimburse the awarded Bidder for the hours, as specified in Section 3.7, on a daily basis for the Dade-Monroe Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.7 for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Section 3.7.
3. The County will reimburse the awarded Bidder for the hours, as specified in Section 3.8, on a daily basis for the Card Sound Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.8 for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Section 3.8.

SECTION 4  
BID SUBMITTAL FOR:

FIXED BUS ROUTES FROM MIAMI-DADE TRANSIT

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION  
WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



**Bid Title: FIXED BUS ROUTES FROM MIAMI-DADE TRANSIT**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Prompt Payment Terms: \_\_\_\_ % \_\_\_\_ days net \_\_\_\_ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: \_\_\_\_\_ (Signature of authorized agent)

**\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



## **APPENDIX**

### **AFFIDAVITS FORMAL BIDS**



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: \_\_\_\_\_ Federal Employer Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (d) and (g) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(a) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.28 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant \_\_\_\_\_ Printed Title of Affiant \_\_\_\_\_ Signature of Affiant \_\_\_\_\_

\_\_\_\_\_  
Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Address of Firm \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Notary Public Information**

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced Identification ☐

Type of Identification produced \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ Serial Number \_\_\_\_\_

Print or Stamp of Notary Public \_\_\_\_\_ Expiration Date \_\_\_\_\_ Notary Public Seal \_\_\_\_\_

## FAIR SUBCONTRACTING PRACTICES

### (Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

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☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: \_\_\_\_\_ FEIN No. \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Material s/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A****MIAMI-DADE COUNTY  
LIVING WAGES  
SUPPLEMENTAL GENERAL CONDITION**

Service contractors providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a service contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov).

This Supplemental General Conditions is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

**1. DEFINITIONS**

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Implementing Order.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Order No. 3-30 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.
- H. Covered employee means anyone employed by any service contractor, as further defined in the Code either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.

J. Covered services are any one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
  - (i) food preparation and/or distribution;
  - (ii) security services;
  - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
  - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
  - (v) transportation and parking services including airport and seaport services;
  - (vi) printing and reproduction services; and,
  - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided to at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractors at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
  - (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
  - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
  - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
  - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
  - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
  - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter



and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

- (vii) Janitorial Services;
- (viii) Delayed Baggage Services;
- (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,  
Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
- (x) In warehouse cargo handlers.

- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year in which the work is performed.
- M. Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County include, reviewing complaints filed by employees and making recommendations to the County Mayor and the County Commission regarding same.
- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
  - (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or,
  - (3) the service contractors is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

## 2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov.sbad/living\\_wage\\_poster.asp](http://www.miamidade.gov.sbad/living_wage_poster.asp).

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wages shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
  2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck

and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

### 3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following ways:
  - 1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
  - 2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter.
  - 3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor.
  - 4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer where officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter.;
  - 5. In addition to any other sanctions provided for herein, for violations other than underpayment for wages and/or benefits, damages payable to the County in the

amount of five hundred dollars (500.00) per week for each week in which the violation remains outstanding.

6. The service contract who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination may by the County after a Compliance Meeting shall be deemed no to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
7. All such sanctions recommended or imposed shall be a matter of public record.
8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the state of Florida statutory rate for judgments provided by Florida Statutes Section 55.03.
9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violations and may be imposed a sanction as specified in this section.

C. Withholding

The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

4. PAYROLL; RECORDS; REPORTING

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
  - a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
  - b. the number of hours worked each day by each covered employees;
  - c. for each covered employee, the gross wages earned and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and
  - d. any other data or information the the County should require.

The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to made publicly available, including race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated
- D. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
  - 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.

If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code, the non complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract/Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

## EXHIBIT "B"



CARD SOUND EXPRESS  
DADE-MONROE EXPRESS  
Express Fare



EXHIBIT "B"



© USDOT Number © MC/MX Number © Name

Enter Value: SAFEGUARD AMERICA

Search

**Company Snapshot**

SAFEGUARD AMERICA INC

USDOT Number: 1238673

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

**Carriers:** If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

**Other Information for this Carrier**

▼ SMS Results

▼ Licensing &amp; Insurance

**Carrier and other users:** FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to SAFER General Help.

The information below reflects the content of the FMCSA management information systems as of 11/26/2013, Carrier Registration Information Outdated. Carrier VMT Outdated.

<b>Entity Type:</b>	Carrier																																
<b>Operating Status:</b>	AUTHORIZED FOR Passenger	<b>Out of Service Date:</b>	None																														
<b>Legal Name:</b>	SAFEGUARD AMERICA INC																																
<b>DBA Name:</b>	AMERICA'S TRANSPORTATION																																
<b>Physical Address:</b>	3935 NW 26TH STREET MIAMI, FL 33142																																
<b>Phone:</b>	(305) 859-8000																																
<b>Mailing Address:</b>	PO BOX 143977 CORAL GABLES, FL 33114-3977																																
<b>USDOT Number:</b>	1238673	<b>State Carrier ID Number:</b>																															
<b>MC/MX/FF Number(s):</b>	MC-673340	<b>DUNS Number:</b>	--																														
<b>Power Units:</b>	14	<b>Drivers:</b>	18																														
<b>MCS-150 Form Date:</b>	03/15/2010	<b>MCS-150 Mileage (Year):</b>	75,000 (2009)																														
<b>Operation Classification:</b>																																	
<table border="0"> <tr> <td>X Auth. For Hire</td> <td>Priv. Pass. (Non-business)</td> <td>State Gov't</td> </tr> <tr> <td>Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td>Private (Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td>Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				X Auth. For Hire	Priv. Pass. (Non-business)	State Gov't	Exempt For Hire	Migrant	Local Gov't	Private (Property)	U.S. Mail	Indian Nation	Priv. Pass. (Business)	Fed. Gov't																			
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Priv. Pass. (Business)	Fed. Gov't																																
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X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																															
<b>Cargo Carried:</b>																																	
<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td>X Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Grain, Feed, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Coke</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td></td> </tr> </table>				General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	X Passengers	Refrigerated Food	Motor Vehicles	Oilfield Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	Building Materials	Coal/Coke	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	
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[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 11/26/2013

Total Inspections: 17

Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	15	17	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	%	0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 11/26/2013

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	1	0	1

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 11/26/2013

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 11/26/2013

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

[Carrier Safety Rating:](#)

The rating below is current as of: 11/26/2013

## Review Information:

Rating Date:	08/27/2011	Review Date:	08/25/2011
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11/27/13

SAFER Web - Company Snapshot SAFEGUARD AMERICA INC

Rating:	Satisfactory	Type:	Compliance Review
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Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • [Field Office Contacts](#)



U.S. Department of Transportation  
**Federal Motor Carrier Safety Administration**  
**Licensing and Insurance Public**

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60

### Motor Carrier Details

US DOT:	1238673	Docket Number:	MC873340	
Legal Name:	SAFEGUARD AMERICA, INC			
Doing-Business-As Name:	AMERICA'S TRANSPORTATION			
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
3935 NW 26TH STREET MIAMI FL 33142	(305) 859-9000 Fax: (305) 870-0796	PO BOX 143977 CORAL GABLES FL 33114-3977		NO
Authority Type	Authority Status	Application Pending		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods	Private	Enterprise
NO	YES	NO	NO	NO
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$5,000,000	\$5,000,000		
Cargo	NO	NO		
Bond	NO	NO		

BOC-3: YES

Blanket Company: PROCESS AGENT SERVICE COMPANY, INC.

Web Site Content and BOC-3 Information Clarification

[| Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

November 27, 2013

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Federal Motor Carrier Safety Administration  
 1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts



## EXECUTIVE SUMMARY

Americas Transportation.com is the best company to provide transportation services with our wide range of experience for the following reasons;

1. Local Company: Americas Transportation.com is based in Miami-Dade County. We have been providing reliable transportation and Safeguard Services since 1998. Miami-Dade County is where we choose to work and raise our families.
  2. Commitment to Safety: Our commitment to safety is evident throughout the entire organization. Safety is in the forefront in everything we do from procurement, maintenance, training, and operations all of our employees are empowered and tasked with making sure safety measures are our first priority.
  3. Unrivalled Experience: We believe that our diverse company is best suited to provide our wide range of customers with our cultural experience. Our transportation experience is supplemented by Safeguard Security, and Medical transportation experience.
- Charter Services: We have a wide array of experience chartering our buses throughout Florida and the United States. Our charters vary from same day tours to multiple day tours. We specialize in group charters for churches, schools and any other organized group. We follow group itineraries and tours for our customers' needs and enjoyment.
  - Safeguard Services: Providing Safeguard Services has given us the experience to deal with security issues that may occur while providing transportation services. In the event of a security emergency our staff is trained and prepared to contact the appropriate authorities and services in a timely manner while handling the incident with a professional and calm demeanor. It is our mission to make sure all passengers are transported courteously and safely to their destination.
  - Medical Transportation: In the event of a medical emergency of any passenger our staff are trained and prepared to contact the appropriate authorities and services in a timely manner while keeping safety procedures in place with minimal interruptions to regular service.
  - Cruise Line Industry: Miami-Dade County's 2.5 million residents comprise a "melting pot" of various cultures and ideas. Our unique experience transporting thousands of Cruise-Line guest, and crew members from all over the world has given us the cultural understanding to meet the unique needs of the residents in our community.
  - Emergency Evacuation Services: We are "Prepare Florida" trained and certified, ready to effectively handle emergency situations. In the event that Miami Dade County declares an emergency our staff and resources will be made available for evacuation purposes, first responder transportation or any other function required by the County.



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4. Available Resources: Americas Transportation.com a Disadvantaged Business Enterprise (DBE) has enjoyed substantial and moderate growth. We effectively utilize the company's resources with our customer's satisfaction in mind.

Our entire organization is committed to the substantial and significant services we would be providing you. Our goal is to surpass our passengers and direct customers' expectations through-out the length of the contract. While we always try to remain cost effective, we do not take shortcuts in areas of safety, training, staffing, maintenance, equipment or facilities. We will keep to our Mission Statement "To provide safe, reliable, courteous, and affordable transportation for our guest and customers".

Thank you for this opportunity to submit our presentation and we look forward to discussing our approach with you further.

Sincerely,

Steven T. Masdeu  
Director



## HISTORY

Safeguard America, Inc. was created in June 1998 by Steven Masdeu. His vision was to provide crew transportation and safeguard services to the cruise line industry. Safeguard services is the process of repatriating crew members to their country of origin. Over the years, crew transportation has grown from vans providing shuttle transportation service to the ports to full size motor coaches serving the ports of Miami, Everglades, Tampa and Canaveral. Safeguard America, Inc. modified its name to include a doing business as Americas Transportation.com when we began to provide transportation to the cruise line guests and private charters visiting greater Miami and the beaches.

Steven Masdeu owner of Safeguard America, Inc. d/b/a Americas Transportation.com was born and raised in Miami Dade County and established his business in Miami employing residents of Miami Dade County. His vision and admiration for transportation has developed over the last 13 years with sustainable and moderate growth and his organization currently employs over 75 workers in several different capacities.

This venture began with contracts that allowed the company to provide roundtrip transportation to crewmembers that worked on board the Celebrity Cruise and Carnival Cruise lines. By June 2000, the business expanded to begin transporting crewmembers that resided in Miami-Dade County to and from the Port of Tampa and Canaveral. Currently, Americas Transportation.com transports over 260,000 passengers per year.

Through our safeguard services, cruise lines have contracted us to provide escort services to crewmembers when they have been terminated or severed their employment with their respective employers. Due to federal regulations, when crew members are released from employment they are placed under safeguard and must be escorted by an airport or security officer and remains the former crew member until they board the plane returning back to their respective homeland. We have captured more than 50% of the market providing the safeguard service in Miami and Fort Lauderdale. This has afforded us to develop relationships with several different nationalities.

In August of 2005, we expanded our base to include the most rewarding task, providing guest transportation services to the many cruise passenger tourists that frequent the Greater Miami area and the beaches for cruises. We provide roundtrip service to the airport, hotel and the ports of Miami and Everglades. Even though the cruise lines hire us, we look at each passenger as an Americas Transportation.com guest and it is our responsibility to make this portion of his or her vacation as pleasant, comfortable and effortless as possible. Thereafter, we expanded to include private charters using our fleet of buses. We have traveled throughout Florida and the Southeast US to provide private charters for a wide variety of customer requests, from Marines visiting a Fort in North Carolina to students going to Grad Night in Orlando, FL. Over the life of the company, Americas Transportation.com has transported more than 3.3 million crewmembers, cruise passengers and local guests.



Our Mission Statement, *"To provide safe, reliable, courteous and affordable transportation for our guest and customers"* permeates through our 75 families, to the client, to the crewmembers and to the wonderful guests from Miami-Dade County.

### Corporate Timeline

1998	In June, Safeguard America Security & Investigations, Inc. was incorporated. Our first Customer was Carnival Cruise Lines (safeguard services) followed by Celebrity Cruises.
1998	Celebrity Cruises merged with Royal Caribbean and we started providing services to Royal Caribbean International for Celebrity Cruises.
2000	Safeguard America began providing services crew transportation services to Royal Caribbean in Port Everglades and Port Canaveral.
2001	In June, we acquired through transfer Miami Dade County Passenger Motor Carrier (PMC) 30278 Resolution No. R-667-01 Certificate of Transportation.
2001	On September 12, we purchased our first StarCraft mini bus 32 passengers.
2004	In August, we were named human resource agents for crew in the Port of Miami
2005	In August, we began Guests pre and post transportation services.
2005	In October, we purchased our first 57 passenger coach bus.
2005	November we filed a fictitious name to more appropriately identify our services for guest transportation market by doing business as Americas Transportation.
2006	We began private charters for a wide variety of customers in South Florida
2007	In July we acquired through transfer Miami Dade County Passenger Motor Carrier (PMC) 30032 Resolution No. 401-06 Certificate of Transportation.
2007	We expanded our private charters to include destinations in the Southeast United States
2008	In June, we started providing transportation services to Carnival Cruise lines in the Ports of Miami, Everglades, Tampa and Canaveral.
2008	On September 11, we changed our name to Safeguard America, Inc. d.b.a AmericasTransportation.com
2009	In February, we won a contract with the Port of Miami for the parking lot shuttle.
2009	In August, we were audited and reviewed by Department of Transportation (D.O.T.) Intrastate review no. 736518/CR and received a <b>satisfactory</b> (highest) Motor carrier Safety Rating.
2010	Won Contract # IFB206204 with City of Miami to provide public Parks & Recreation transportation
2010	We developed and started a line run for the Seminole Hard Rock Hotel & Casino.
2011	In August, we were audited and reviewed by Department of Transportation (D.O.T.) Interstate review no. 904310/CR and received a <b>satisfactory</b> (highest) Motor carrier Safety Rating.
2011	In August we purchased our 12 <sup>th</sup> 56 passenger motor coach bus to our fleet.





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- |      |   |
|------|---|
| 2011 | We currently have under development "Next Generation Check in Service" for the cruise lines.  |
| 2012 | We obtained a contract to provide the employees of the new Miami Marlins Stadium transportation to and from the stadium   |
| 2012 | We obtained a contract with Royal Caribbean Cruise Lines to transport guests. The contract is for 5 years and generates approximately \$2 million in revenue annually |

## EXPERIENCE

Americas Transportation.com has transported more than 3 million passengers over a 13-year period representing an average of 625 passengers on a daily basis. We are committed to provide the quality service that our guests and clients deserve. Customer service training is provided to all of our staff and refresher courses are offered annually.

Service is provided throughout South Florida including, but not limited to Miami-Dade, Broward, Monroe, Brevard and Hillsborough Counties on a daily basis.

Our management team has the experience and skills required to operate and maintain an effective and efficient transportation company. Over the years, America's Transportation has grown and developed into a larger organization expanding our services to meet the needs of our customers. For more than 13 years, we have been one of the leading transportation providers in South Florida specialize in the following:

- |                         |  |
|-------------------------|--|
| ▪ Crew Transportation   | ▪ Shuttle Services                     |
| ▪ Safeguard Services    | ▪ Emergency Evacuation Services        |
| ▪ Guests Services       | ▪ Charter Services                     |
| ▪ Ground Transportation | ▪ Public Transportation                |
| ▪ Commuter Services     | ▪ Daily service to Canaveral and Tampa |

### Crew Transportation:

The cruise ships have over two thousand crew members working on board. To maintain fresh crew they rotate the crew on a weekly basis while in port. We provide the transportation for the signing off and signing on crew. ATC transports over 200 crew members per ship for up to 8 separate ships simultaneously in four different port cities (Miami, Everglades, Canaveral, Tampa) all originating from Miami.

### Safeguard Services:

We provide a security officer to secure and ensure that crew members, separated from their employment contract (termination, compassionate, resignation) with the cruise lines, are required by customs and border protection to be escorted to the airport and a confirmed departure obtained from the departing airline. Our staff will provide the



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transportation from the seaports and our security officers will ensure departure by obtaining a proof of departure stamp from the airline which confirms that the crew member was on-board the airplane that left the country.

#### **Guest Services:**

We provide pre and post transportation services to several international cruise lines. Guests that arrive with a pre vacation stay. We will provide the airport to hotel transfer and day of transfer from hotel to seaport. Guest with a

Post vacation stay we will provide day of seaport to hotel transfers and day of departure transfers from the various hotels to the airport.

#### **Shuttle Services:**

We provide shore side medical shuttle for crew members, requiring medical attention, to and from South Miami Hospital to the various ships in port.

#### **Emergency Evacuation Services:**

For the cruise lines, in the Caribbean region we cover crew and guest care. We provide transportation for accidents that occur in the Caribbean and are transported to Miami for care. Guests and crew when air lifted to Miami we will provide non ambulatory and family transportation to the hospitals.

We have the capability to transport different EMS crews to sites of devastation (hurricane, tornadoes, and major flood areas) in order to provide medical help and take supplies for the needy. We also can provide transportation to people in emergency evacuation zones in order to get them to safe and secure locations

#### **Charter Services:**

We provide ground transportation services to different organizations that charter our bus for various reasons. Many of our charters consist of: School charters for grad night or sporting events, church and travel agency charters for people vacationing through-out the United States. Our charters can include single day charters and multi day charters. Locations vary depending on the request.

#### **Public Transportation:**

We have a contract with Miami-Dade County, Port Miami to provide public transportation services to the cruise line guests that are traveling on ships. We provide public shuttle service to the guests from the ships to the various parking lots in order to get to their vehicles when ships berth at different terminals. We provide transportation to The City of Miami Public Parks for the summer camp programs. The vans will transport the children in the public parks programs to events throughout the City of Miami.

#### **Canaveral and Tampa Service:**

We provide commuter service for crew from Miami to the Ports of Tampa and Canaveral. The cruise lines experience a cost savings from airfare in busing the crew. For the Port of Canaveral, the cruise lines experience a savings on airfare, and transfers from Orlando to Canaveral. We can deliver the crew from Miami to Canaveral in the same amount of time that is required to fly including a breakfast stop. Over the years this has proven to be a safe and reliable method of transportation.

Safeguard America, Inc. d.b.a Americas Transportation.com was registered with the State of Florida and incorporated in June 1998. Safeguard America, was created to provide safeguard and transportation services to the



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cruise line industry. Our corporation was issued the following taxpayer identification no. 65-0840025. We are registered with Small Business Development Certificate No. 3585 as a Disadvantage Business Enterprise approved

By U.S. Department of Transportation and Local Developing Business Enterprise (LDB). Safeguard America, Inc. through Florida Department of Agriculture and Consumer Services is licensed as a Private Investigative Agency

License no. A9800177 and as a Security Agency License no. B9800078. Our company has an excellent workers compensation record with an experience modification score of .80. We maintain a favorable policy management record with commercial auto liability policy. Safeguard America, is local and permitted to operate a passenger transportation service, guard patrol agency in Miami Dade County, as well as, authorized to provide ground transportation in Miami International Airport permits A-915 passenger and C-073 crew. Safeguard America, is also authorized to provide ground transportation in Broward County airport and seaport. We own Miami Dade County Passenger Motor Carrier Certificates (PMC) 30032 and 30278. Safeguard America is authorized for hire passenger transportation by U.S. Department of Transportation No. 1238673 Intrastate and Interstate commerce and has MC673340 common carrier of passengers, in charter and special operations.

Each employee, from the receptionist to the CEO, understands the importance of their position and how it plays a crucial role in the overall success of the company.

Americas Transportation.com provides managerial and technical support in all areas including safety, training, maintenance, operations, finance, personnel and staffing as well as customer/client services. Our management team's focus includes the following:

- Day-to-Day Operations
- Safety Prevention & Driver Training
- Maintenance Oversight
- Quality Improvements
- Customer Service Improvement, Service and Support
- Maintenance & Operational Manuals
- Constant Review of Operational & Maintenance Standards
- Keeping Abreast of Transportation Industry Improvements and New Developments
- Human Resources – Morale Improvements, Quality & Performance Enhancements and Support Programs
- Review and Implementation of Legal & Regulatory Requirements
- Crisis/Conflict Resolution



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- Financial Administration
- Information Technology Systems & Improvements

## CONTRACT EXPERIENCE

The chart listed below highlights Americas Transportation.com contract experience.

Company	Scope of Services
Royal Caribbean International 1050 Caribbean Way Miami, FL 33132	Providing crew transportation to Ports of Miami, Everglades, Tampa and Canaveral
City of Miami	Providing shuttle services for Parks & Recreation Department.
Carnival Cruise Lines 3655 NW 37 Avenue Miami, FL 33178	Providing crew transportation to Ports of Miami, Everglades, Tampa and Canaveral
Miami Marlins 501 Marlins Way Miami, FL 33125	Transport employees and fans to and from stadium to designated parking area on game days
Hard Rock Seminole Casino 1 Seminole Way Hollywood, FL 33314	Line runs transportation from South Beach to Hard Rock Casino, 3 times a week
<b>MIAMI-DADE COUNTY SERVICE CONTRACT</b>	



Sateguard America, Inc. d.b.a AmericasTransportation.com

Company	Scope of Services
Miami-Dade County Over town Transit Village 701 NW 1 <sup>st</sup> Court, 16 <sup>th</sup> Fl. Miami, FL 33136	Provide shuttle service for guests and employees from terminal to parking garage.



## CORPORATE DOCUMENTS & LICENSES

### State of Florida Division of Corporation Registration

Safeguard America, Inc. Certificate of Registration Document Number P98000049289

2011 For Profit Annual Report

Americas Transportation.com Registration

- Small Business Development (SBD)
  - Disadvantage Business Enterprise certification anniversary date 10/05/2012
  - Local Developing Business Enterprise (LDB)
- Division of Licensing
  - Private Investigation Agency A 9800177
  - Security Agency B 9800078
  - Security Agency Managers License MB9400246
- Local Business Tax Receipt
  - Passenger Transportation Service
  - Guard Patrol Agency
  - Broward County
- Miami Dade Aviation Department Miami International Airport
  - Ground Transportation Permit C-073
  - Ground Transportation Permit A-915
- Miami Dade County
  - Pre Arranged Ground Transportation Permit
  - Ship Agent Permit
- Broward County Permits
  - 2012 Port Everglades Business Permit PE148
  - 2012 Airport Operating Permit LL141
- Miami Dade County Passenger Motor Carrier Certificate of Transportation (PMC)
  - Certificate Number 30032
  - Certificate Number 30278
- U.S. Department of Transportation USDOT NO. 1238673
  - Intrastate Audit August 20, 2009 Satisfactory
  - Interstate Audit August 29, 2011 Satisfactory
- U.S. Department of Transportation Certificate MC-673340-C
  - Common Carrier of passengers, in charter and special operations
- Environmental Certificates
  - Refrigerant Transition and Recovery Certification Certificate Number 101143452



## AMERICA'S TRANSPORTATION RESOURCES PLAN

### OVERVIEW

The Resources Plan serves as the framework for an effective and implemental strategic budget management prospectus. This plan incorporates the key budgetary requirements and value added initiatives. It also addresses the vision, guiding principles and the goals.

### FINANCIAL RESOURCES VISION

Americas Transportation.com provides a transportation environment that utilizes the company's resources that will bring about the ultimate customer satisfaction.

### GUIDING PRINCIPLES

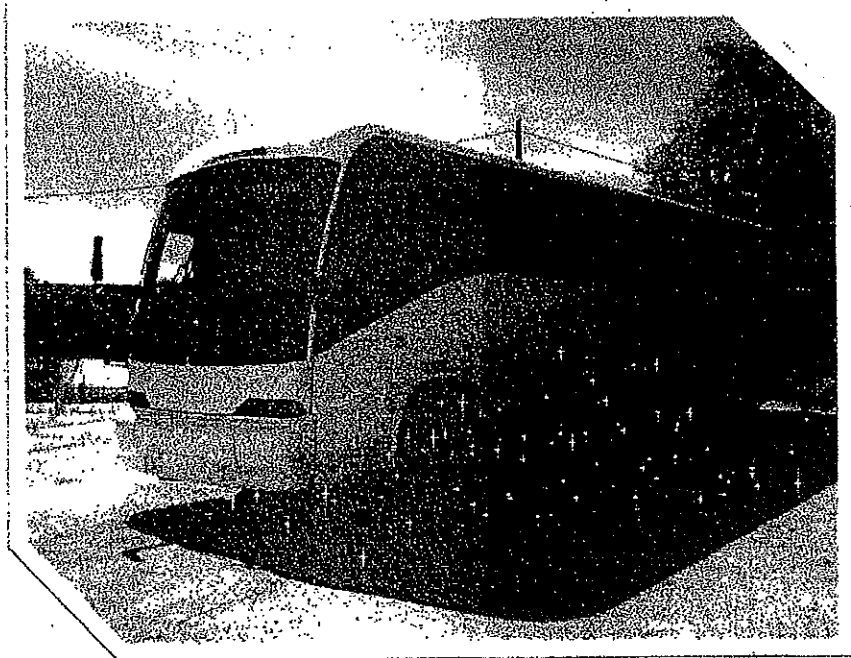
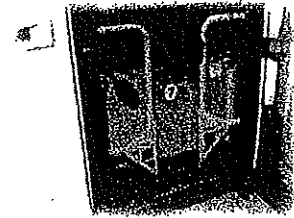
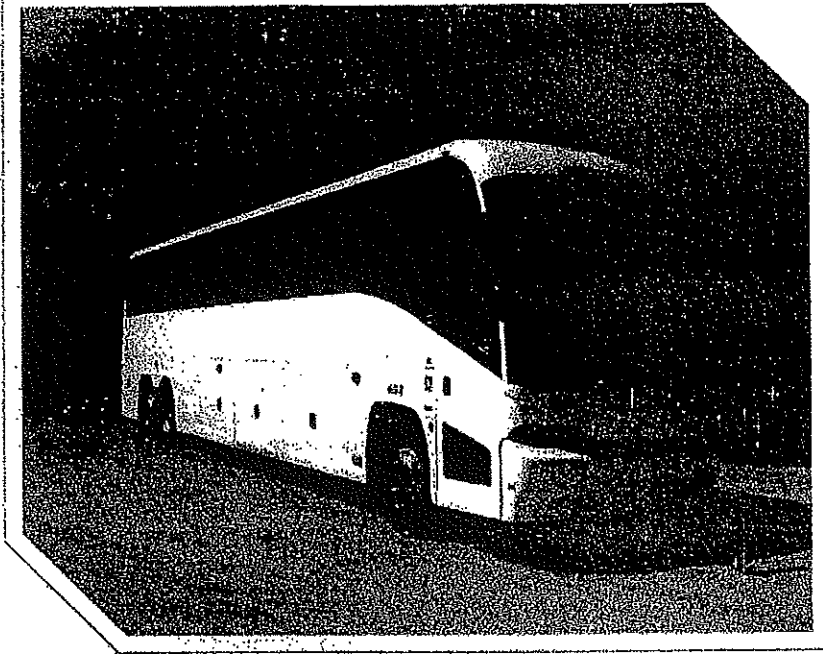
This plan adheres to a set of guiding principles that command financial ingenuity and discipline that we follow with each contract and they are:

- Supports the mission, goals and core values
- Incorporates Americas Transportation.com business plan and management strategy
- Supports existing priorities, new initiatives and added valued enhancements
- Plans for the future to make informed decisions based on trends and data
- Targets consumer growth
- Maintains accountability and sustainability
- Promotes partnerships and subcontractor relationships
- Remains flexible, creative and visionary



Safeguard America, Inc. d.b.a American Mail Express Delivery

## VEHICLES







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## EQUIPMENT OVERVIEW

VEHICLE TYPE	QUANTITY	TOTAL PASSENGER CAPACITY
Service Truck	2	0
Passenger Vans	19	285
Mini buses	4	147
Coach Buses	28	1,540
<b>Total</b>	<b>53</b>	<b>1,972</b>



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## VEHICLE REQUIREMENTS AND SPECIFICATIONS

All vehicles are owned and operated by Americas Transportation.com.

### GENERAL VEHICLE STANDARDS

All Vehicles provided will meet or exceed the requirements listed below:

- ALL FULL SIZE BUSES WILL HAVE UNIFORM PAINT/COLOR SCHEMES ON ALL VEHICLES.
- ALL FULL SIZE BUSES WILL HAVE A REAR-VIEW MIRROR AND SIDE-VIEW MIRRORS MOUNTED ON BOTH SIDES OF THE VEHICLE.
- ALL FULL SIZE BUSES WILL HAVE A FUNCTIONING INTERIOR LIGHT WITHIN THE PASSENGER COMPARTMENT.
- ALL FULL SIZE BUSES WILL HAVE A FUNCTIONING SPEEDOMETER INDICATING SPEED IN MILES PER HOURS AND A FUNCTIONING ODOMETER CORRECTLY INDICATING DISTANCE IN TENTHS OF A MILE.
- ALL FULL SIZE BUSES WILL BE EQUIPPED WITH OPERABLE AIR CONDITIONING SYSTEMS.
- ALL FULL SIZE BUSES WILL HAVE EXTERIOR FREE OF GRIME, RUST, OIL OR OTHER SUBSTANCES AND FREE FROM CRACKS, BREAKS, DENTS AND DAMAGED PAINT THAT NOTICEABLY DETRACT FROM THE OVERALL APPEARANCE OF THE VEHICLE.
- ALL FULL SIZE BUSES WILL BE CLEAN IN THE INTERIOR AND FREE FROM TRASH, TORN FLOOR COVERINGS, DAMAGED OR BROKEN SEATS, AND PROTRUDING SHARP EDGES AT ALL TIMES.
- ALL FULL SIZE BUSES WILL HAVE UNOBSTRUCTED VISION ON AT LEAST THREE (3) SIDES OF THE VEHICLE.
- ALL FULL SIZE BUSES WILL BE FREE OF LEAKS OF ANY KIND.
- ALL FULL SIZE BUSES WILL BE EQUIPPED WITH A FUNCTIONING HORN.
- ALL FULL SIZE BUSES WILL HAVE ADJUSTABLE DRIVER'S SEAT WITH SEAT BELTS.
- ALL FULL SIZE BUSES WILL HAVE A HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM CAPABLE OF MAINTAINING THE BUS INTERIOR BETWEEN 68 DEGREES F AND 72 DEGREES F.
- ALL FULL SIZE BUSES WILL HAVE SIDE WINDOWS WHICH WILL BE 1/2 INCH MINIMUM ACRYLIC OR POLYCARBONATE OR 1/4 INCH MINIMUM TEMPERED GLASS.
- ALL FULL SIZE BUSES WILL HAVE A DIESEL ENGINE WITH ON BOARD FUEL CAPACITY TO ACHIEVE 400 MILE RANGE WITHOUT RE-FUELING.
- ALL FULL SIZE BUSES WILL BE IN COMPLIANCE OF AIR BRAKES WITH FMVSS121 AND AIR SUSPENSION.
- ALL FULL SIZE BUSES WILL HAVE STANCHIONS OR GRAB RAILS.

### VEHICLE INSPECTIONS

Each vehicle to be used in service will comply with all the requirements contained in Chapters 30 & 31 of the Miami-Dade County code, pertinent state statues and requirements from the consumer service department. All vehicles utilized to provide transportation services will at all time:

- DISPLAY A VALID COUNTY INSPECTION, AND OPERATION PERMIT. UPDATED PROOF WILL BE SUPPLIED TO THE COUNTY UPON REQUEST.



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## DAILY PRE OPERATIONAL INSPECTIONS

Daily or pre-operational inspections will be conducted in accordance with FDOT regulations specifically, equipment, operational and safety standards - PUBLIC SECTOR BUS TRANSIT 14-90; and all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions will be documented in a daily inspection report and the corrective actions taken as a result of the deficiencies.

### THE PRE-OPERATIONAL INSPECTION WILL INCLUDE THE FOLLOWING AS A MINIMUM:

- SERVICE BRAKES
- PARKING BRAKES
- TIRES AND WHEELS
- STEERING
- HORN
- LIGHTING DEVICES
- WINDSHIELD WIPERS
- REAR VISION MIRRORS
- PASSENGER DOORS
- EXHAUST SYSTEM
- EQUIPMENT FOR TRANSPORTING WHEELCHAIRS
- SAFETY, SECURITY, AND EMERGENCY EQUIPMENT

### RADIO PLAN

Americas Transportation.com has a Two-Way Radio Plan. The plan consists of a Nextel Two-way Radio System to be used for communication between buses and dispatchers. The system is in compliance with the Miami-Dade Communication requirements Order 6-8.



## FLEET MAINTENANCE PLAN

Revised July 2011

### INTRODUCTION

The mission of Americas Transportation.com ATC is to provide, safe, reliable, clean, and well-maintained vehicles. The function of the Fleet Maintenance Plan (FMP) is to provide a consistent systematic program that will enable ATC to properly maintain and service vehicles to meet or exceed the manufacturer's recommended maintenance schedule. It is designed to keep vehicle repair and maintenance costs to a minimum. Good preventive maintenance requires accountability for specific roles and is a result of all employees working together as a team.

### MAINTENANCE PLAN GOALS

It is the goal of ATC to operate a proactive maintenance program as opposed to reactive. Scheduling work allows time, materials, tools, equipment, and labor to be managed easier than having unpredictable maintenance costs, workloads, and vehicle downtime. A maintenance plan has been adopted to make these goals attainable.

The Maintenance plan is a "living document" including schedules and reports, which will be updated periodically to reflect changes in maintenance policies, equipment, and program improvements.

The goals of the maintenance plan include:

- An effective preventive maintenance program;
- Defect Reporting;
  - The proper management of parts, equipment, and fleet;
  - A warranty recovery program;
  - Quality assurance

### FLEET SUMMARY

A physical inventory of equipment shall be kept on file and updated annually. The property number, year of manufacture, type of vehicle, vehicle identification, ADA information, total mileage, and mileage operated annually shall be on the list.



## VEHICLE HISTORY FILE

Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication and repairs performed. A vehicle's history is also valuable in locating persistent problems and may serve to determine problems that could be classified as a fleet defect.

Such records shall be maintained for the life of the vehicle and include at a minimum the following information:

- Identification of the vehicle, including make, model, license number or other means of positive identification and ownership;
- Date, mileage, and description of each inspection, maintenance, repair or lubrication performed;

## PREVENTIVE MAINTENANCE

Preventive maintenance inspections will be scheduled by mileage projections. When a vehicle is due for an inspection it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles.

The checklists for preventive maintenance will be consistent with the current operating fleet and in particular with the minimum maintenance requirements for vehicles under warranty to ensure maximum vehicle longevity. Below is a guideline of a preventive maintenance sequence. However mileages can vary depending on manufacturer's requirements.

Vehicles will be scheduled in "A", "B", and "C" inspections. These will be performed 6,000, 12,000, 18,000, and 24,000 miles following the sequence: "A", "B", "A", "C". Vehicle manufacturers and component suppliers provide service manuals containing detailed information for repair, maintenance, and recommended PM intervals. Recommendations provided in OEM service manuals will assist our agency to formulate our maintenance procedures and PM intervals. These procedures will be based on the OEM maintenance requirements for warranty and operating conditions.

## ANNUAL SAFETY INSPECTIONS

Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by ATC.

- (a) Horn.
- (b) Windshield wipers.
- (c) Mirrors.



- (d) Wiring and battery (ies).
- (e) Service and parking brakes.
- (f) Warning devices.
- (g) Directional signals.
- (h) Hazard warning signals.
- (i) Lighting systems and signaling devices.
- (j) Handrails and stanchions.
- (k) Standee line and warning.
- (l) Doors and interlock devices.
- (m) Step wells and flooring.
- (n) Emergency exits.
- (o) Tires and wheels.
- (p) Suspension system.
- (q) Steering system.
- (r) Exhaust system.
- (s) Seat belts.
- (t) Safety equipment.
- (u) Equipment for transporting wheelchairs.

A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:

- (a) Identification of the individual(s) performing the inspection.
- (b) The date of the inspection.
- (c) Identification of the bus inspected.
- (d) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
- (e) Identification of corrective action(s) for deficient or defective items and date(s) of completion of corrective action(s).

The Project Manager or designated employee will perform regularly scheduled Quality Assurance (QA) checks to ensure that inspections and repairs are completed properly. Safety related items are always checked.

#### DAILY PRE-TRIP/POST-TRIP INSPECTIONS

The daily pre-trip/post-trip form establishes a procedure to identify items by operators prior to operating assigned vehicle, during routes, and after all route schedules are completed. The daily pre-trip/post-trip inspection forms must be documented with the operator's signature and a check in each box to document that the items are "OK" or a defect is noted in the comments section.



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ATC shall review daily inspections and document the corrective actions taken as a result of any deficiencies identified by the operator. Once defects are noted they will be prioritized and sorted into categories. Daily inspections shall be retained for a minimum of two weeks. If a defect is noted and repaired on the inspection form, this documentation will be attached to the work/repair order and filed in the vehicles history file.

The identified defects will be placed into one of four categories:

**Safety Defect** - Safety cannot be compromised. The vehicle cannot be placed into service until repairs are completed.

**Mechanical Defect** - A defect that will gradually get worse and increase cost. The vehicle cannot be placed into service until repairs are completed, except for emergencies.

**Elective Mechanical Defect** - An elective mechanical defect is a defect that does not compromise safety, but can if operated beyond a pre-determined mileage. This defect can be scheduled on or before the next preventive maintenance inspection depending on mileage. (Example – changing tires).

**Elective or Cosmetic Defect** - The defect will not compromise safety and will not cause further damage or cost as it is an aesthetic defect. This vehicle can be scheduled for an off-peak time in the future or at the next preventive maintenance inspection to be repaired.

#### PRE-TRIP INSPECTION

The pre-trip inspection is required to make certain the following parts and devices are in safe condition and in good working order at the beginning of the trip:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
  
9. Passenger doors.
10. Exhaust systems.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.



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If an operator finds a defect on a pre-trip inspection it must be determined by the Project Manager or designated employee if the vehicle can be put in operation at that time and the defect can be repaired at a later date.

The Pre-Trip checklist displays mechanical and safety related checks for defects. There are also two examples to record body damage.

#### POST-TRIP REPORT

During the scheduled trips and at the end of the day the operator will note any defects on the pre-trip/post-trip form to be turned into the Project Manager or designated employee at the end of the day. If a defect is found it must be determined if the vehicle can be placed into service the next day or the defect must be repaired prior to rescheduling.

#### LIFT MAINTENANCE

As part of the preventive maintenance on wheelchair lifts (if applicable) a complete cycle of the lift shall be performed during the operator's pre-trip inspection. The operators will report, by the most immediate means available, any lift failures.

The lift will be serviced on preventive maintenance inspections according to the manufacturer's specifications. Instructions for normal and emergency operations of the lift or ramp will be carried or displayed in every accessible vehicle.

#### ROAD CALLS

**Monitoring road calls is arguably the single most important indicator of a transit organization's overall performance. Therefore, it is imperative to ATC that Road calls are categorized as listed below.**

#### MAJOR MECHANICAL

**Failure of any mechanical element that will prevent a vehicle from completing a scheduled revenue trip, or from starting a new scheduled revenue trip. Vehicle movement is limited and cautioned due to any possible safety concern.**

#### OTHER MECHANICAL

A failure of some other mechanical element of the revenue vehicle that, because of company policy, prevents the revenue vehicle from completing a schedule revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service.





Classifying failures into specific bus subsystems allows ATC to identify trends, determines the underlying cause of the problem, and can help in making modifications to the Preventive Maintenance Program as needed to minimize failures. Road call reports will include types of failures and mean distance between failures.

#### CONTINGENCY PLAN

In order to reduce downtime, and keep routes on schedule, all Fleet Maintenance Technicians are required to possess CDL licenses and deliver an in service bus to the breakdown site. Driver and passengers will be transferred to the operational bus and continue bus service. Mechanics will handle the breakdown according to Policy. This Policy includes discussion with the Field Supervisor and Dispatcher to make arrangements with a towing service that is competent in recovering vehicles.

#### IN-HOUSE MAINTENANCE

Each individual performing bus safety inspections shall be qualified as follows:

- a) Can identify defective components.
- b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.
- c) Has at least one year of training and/or experience as a mechanic or inspector in vehicle maintenance program and has sufficient general knowledge of buses owned and operated by ATC to recognize deficiencies or mechanical defects.

#### OUTSOURCED MAINTENANCE

Outsourcing will be utilized for services that require constant training and expensive tools. Automatic transmission repair, front-end alignment, radiator repair, upholstery, windshield replacement and complete brake jobs.

When an outside maintenance contractor is responsible for maintaining the vehicles, ATC will have a maintenance plan for the contractor to follow. Written reports will consist of completed preventive maintenance checklists for repairs from the contractor. The maintenance activities of the contractor will be monitored by quality assurance checks on vehicles and periodic inspections of the contractor's facility by a designated representative. Preventive maintenance inspections for repairs from contractors will be maintained by the Project Manager.



## CLEANING

During pre-trip inspections it is the duty of the operator to perform a walkthrough on the vehicle to ensure that any debris on the flooring or step wells that could result in any falls or slips. Unsafe conditions must be corrected before any scheduled trips.

The driver must report all graffiti/etchings, gum, spills, or any other issues in the interior that would warrant extra material and labor from normal clean up, on their post-trip report.

It is the responsibility of the Project Manager or designated person to inspect the interior and exterior of the vehicles and determine if the cleaning is being performed to standards.

## ACCIDENTS

All accidents are recorded with information relating to the accident, location & driver. The accident report contains the party cited for the accident and full description of the accident. An investigation will be performed and documented. In the case of an accident in which the mechanical condition of the bus comes into question, the Project Manager or designated person will decide if the bus can be placed into service before repairs are made.

### ACCIDENT INVESTIGATION REPORT

- Events are investigated and documented in a final report
- Description of investigation activities
- Identified casual factors
- Corrective actions
- Schedule of implementation of corrective actions

In the event of an accident the primary responsibility of all staff is to ensure the safety of the passengers. The driver will immediately report the time and location of the accident to the Supervisor/Dispatcher. Because accident situations are unpredictable, it is standard that procedures allow enough flexibility to accommodate for each condition.

## INFORMATION MANAGEMENT

The work order, also referred to as a repair order, is an integral part of the maintenance performance-monitoring program within ATC. Information on all aspects of maintenance performance can be obtained from work orders. The information that is obtained from the work order is entered into a computerized fleet management information system "Collective Data", which summarizes data and identifies recurring problems.



## MATERIAL HANDLING

ATC provides each employee with instructions on safe handling, first aid treatment, emergency procedures, and proper clean up procedures of chemicals in the workplace. Also knowing the potential flammability, explosion, and reactivity of chemicals in the workplace are the rights of the employees under the Right-To-Know-Law.

## MATERIAL SAFETY DATA SHEETS

All chemicals, lubricants, cleaners etc., purchased must accompany a Material Safety Data Sheet. A MSDS binder will be maintained and made available to the employee upon request. The binder will have a cover sheet index for quick reference in case of an emergency.

When a chemical is taken out of inventory the MSDS sheet will be taken out of the binders and placed in a dead file. All MSDS sheets must be kept on file for three years.

When purchasing products for different functions careful consideration will be taken as to the toxicity and flammability of chemicals used. Environmentally friendly products will be taken into consideration when purchasing products. Some include:

- Propylene-glycol antifreeze
- Re-refined motor oil
- Retread tires
- Water-based part cleaner and brake cleaner
- Reconditioned batteries

## PARTS INVENTORY

The potential effect on inventory includes fleet size, fleet mix by vehicle type, and number of different vehicle models, average annual miles per vehicle, and the average age of the fleet.

The higher the inventory turnover the more efficiently the inventory level is managed relative to the demand for usage.

Indicators to be considered in inventory management:

- Percent of items out of stock when requested.
- Number of open backorders.
- Vehicles out of service due to unavailability of parts.



## WARRANTY

A warranty recovery system, warranty records, and annual summaries of warranty claims submitted and received will be maintained by the Project Manager.

Maintaining a list of items from the manufacturer that are under warranty and when the warranty expires will identify warranty repairs. When a component fails it can be checked against the list for time and/or mileage to determine if it is still under warranty. Documentation of warranty repairs, claims, and a recovery program will be kept on file to guarantee the equipment manufacturer pays the cost of the defects under warranty. All warranty claims will be pursued until the claim is settled.

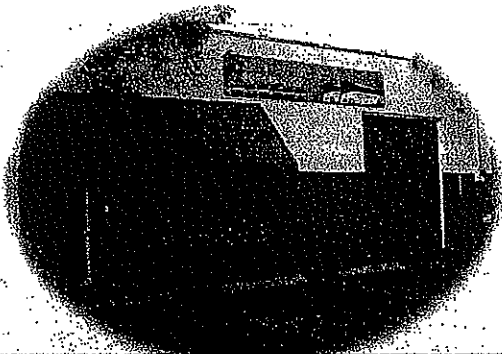


Safeguard America, Inc. d.b.a Americas transportation.com

## FACILITIES

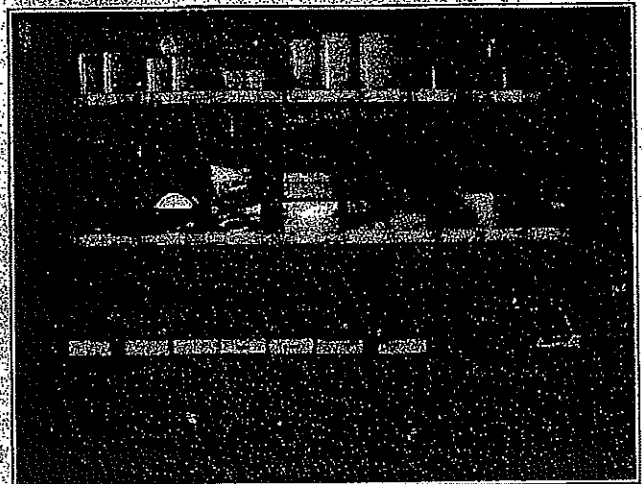
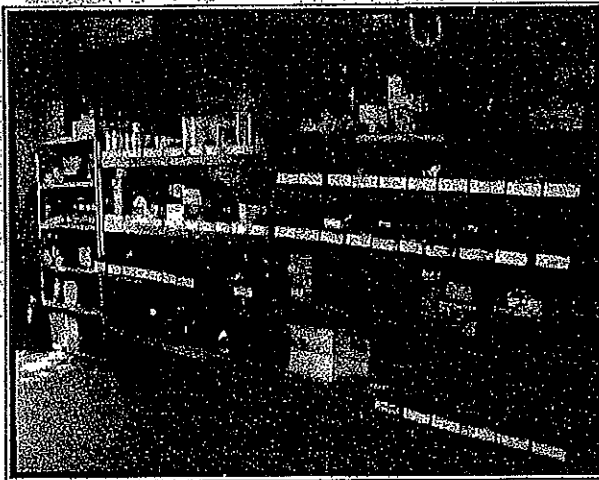
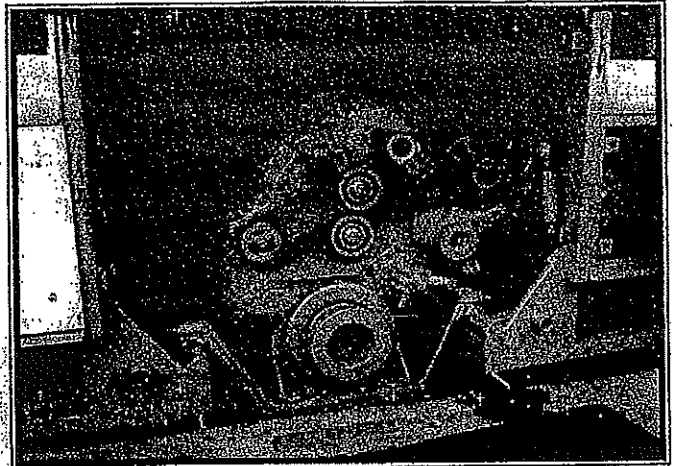
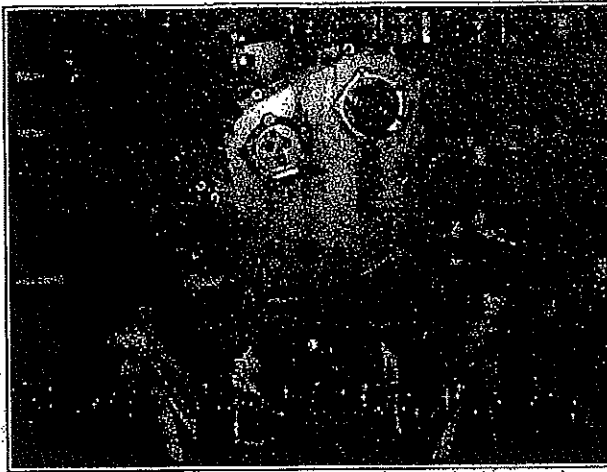
### MAIN OFFICE

Americas Transportation.com Main Office is located at 3935 NW 25 Street Miami, Florida. This facility operates 24 hours of day, 7 days a week for administration, IT, dispatching and maintenance. The Main Office is a 4,000 square foot facility. Both our administrative office and maintenance shop equipment are housed at this facility.





A full size maintenance shop allows our maintenance staff to make repairs and conduct in-house preventive maintenance.



Additionally, the maintenance staff is provided with Collective Data, Fleet Management Software to assist with Maintenance Management, Fleet Analysis, Asset and Risk Management.



## DRIVER SAFETY AND COMPLIANCE

Americas Transportation.com has contracted the Simplex Group to provide membership to a drug consortium and safety and compliance management. The Simplex Group provides the company with the following services:

**DRIVER QUALIFICATION:** Every driver is hired using our hiring criteria. Once the driver is approved by the insurance he is sent to Simplex for processing. Simplex is responsible for:

- Making sure that the driver completes an application
- Making sure that the driver provides 10 years of past-employment history. If a driver does not account for the 10 years or was self-employed at anytime he must fill out an Acknowledgement of non-provided history of past-employment
- Obtain, review and certify MVR
- Verification of Drivers License Requirements
- Collecting a current CDL and Medical Card (Owner operators are also required to provide a current Tractor Registration and Annual Inspection) in order to maintain "expiring" data from the driver
- Performing a Pre-employment Drug Test on the driver- the driver is not dispatched by the company until a negative result is reported by us
- Previous on-duty hours

**PAST EMPLOYER VERIFICATION:** The previous 3 years of employment is verified on each driver in order to make sure that no driver is lying on his application and/or that no driver was terminated for such issues as theft, reckless driving, a preventable accident, etc.

### SUBSTANCE ABUSE AND ALCOHOL TESTING PROGRAM:

- Conduct Training on Substance Abuse Awareness
- Conduct Reasonable Suspicion Training
- Design and implement a DOT policy in accordance to with State and Federal Regulations
- Pre-Employment Drug Testing
- Random Drug Testing Program: We administer and monitor the program throughout the year.
- Post-Accident Drug Testing: If an accident occurs outside of Florida we locate the closest drug testing center for the driver to complete a drug and alcohol exam
- Return-to-Duty Drug Test
- Reasonable Suspicion Test

### VEHICLE QUALIFICATION FILES:

- Implementing and training drivers on dally Pre-trip and Post-trip inspection requirements
- Driver Training on required safety equipment



Safeguard America, Inc. d.b.a AmericasTransportation.com

- Create and help company run preventive maintenance program according to the fleets needs and demands
- Monitor program by verifying documentation, each file must contain a copy of current Registration and Annual Inspection.
- Maintenance of Annual Inspections and certification for all vehicles

#### HOURS OF SERVICE:

- Tracking and monitoring of on-duty hours
- Train drivers on hours of service regulations such as 11 hour rule, 14 hour rule, 70 hour rule in 8 consecutive days, 34 hour re-set, form and manner, etc.
- Providing drivers with hours of service violation letters whenever violations are discovered

#### ACCIDENTS:

- Driver is immediately sent for drug testing

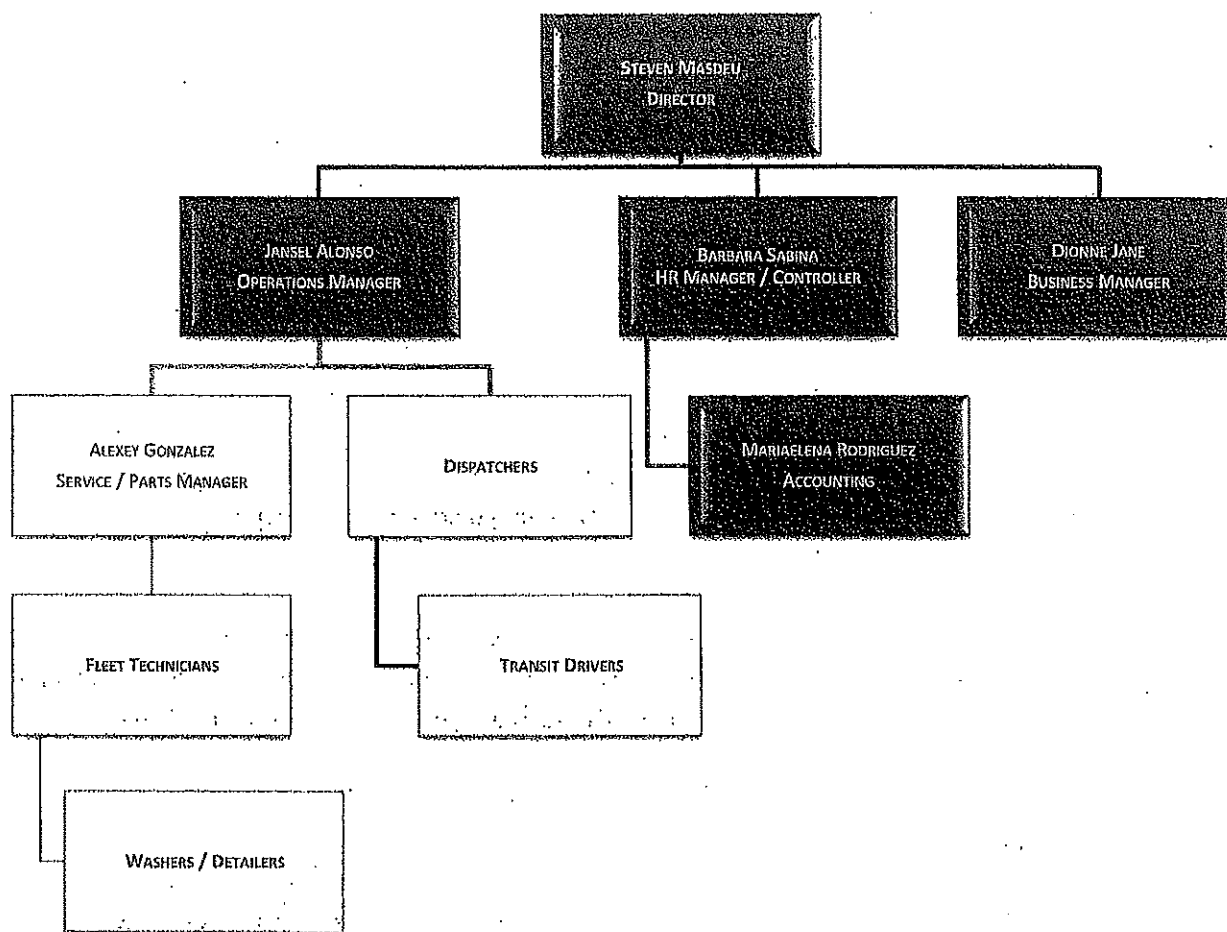




## MANAGEMENT TEAM

Americas Transportation.com employs more than 75 employees that carry out the functions of the entire operation under the direction of Steven Masdeu, President & CEO of Americas Transportation.com. Steven has owned and managed Americas Transportation.com for 13 years. He is highly respected in the transportation industry and has more than 20 years of transportation experience. Steven holds a vast amount of certifications and has a Bachelor's degree in Business Administration.

The Management Team is listed below in the Table of Organization. There is an additional 55 drivers, which currently support the transportation service contracts.





The OPERATIONS MANAGER, Jansel Alonso manages staff members, prepares work schedules, and assigns specific duties, he implements departmental policies, goals, objectives, and procedures, conferring with staff members and management, as necessary. Jansel reviews financial statements, activity reports, and other performance data to measure productivity and goal achievement to determine areas needing cost reduction and program improvement. Jansel has been with the company since May 2007.

The BUSINESS MANAGER, Dionne Jane has 10 years of experience in passenger transportation. Dionne is a true professional that has developed an expertise in budget development, customer service and business development. She is well versed in the company financials, which includes profit and loss reporting. A highly effective communicator, Dionne has the ability to relate to staff at all levels within the organization. Dionne holds a Bachelors of Business Administration; she has been with the company since August 2011.

The HUMAN RESOURCES MANAGER, Barbara Sabina oversees all human resource requirements for the company. She ensures the compliance of all federal and state regulations and provides oversight of the Simplex contract. Ms Sabina is responsible for the implementation of the hiring plan and coordinates all recruiting efforts. Barbara is also responsible for the audit and maintenance of employee records and information. She holds a Masters in Finance and has been with the company since September 1999.

The TRAINING OFFICER, Joseph Tomlin provides and oversees all training aspects for the bus operational staff, which includes the driver improvement programs certified by the Department of Highway and Motor Vehicles. Miami-Dade Transit previously employed him from 1996 to 2008 as a Transit Bus Operations/Maintenance Instructor Supervisor. He holds a degree in Criminal Justice, as well as certifications in Training and Human Resources Development.

The SERVICE MANAGER, Alexey Gonzalez provides oversight management for the functions of the maintenance staff and facility. He is responsible for overall implementation of the Fleet Maintenance Plan and Program. His primary concern is to ensure that the fleet is operationally ready. In order to accomplish this mission, he directs and coordinates equipment repair and maintenance services to obtain maximum utilization of the bus and van fleet and prevent operational delays that can cause customer dissatisfaction. He is constantly researching and testing to improve the maintenance program and fleet. This results in ascertaining the most advanced equipment and repair information and provides as the source for the best in acquisition. His research often includes such factors as operational performance, costs of operation and maintenance, operational safety, and compliance with environmental laws and regulations.



United States, Inc. d/b/a American Transportation

Additionally, Alexsey holds certifications from the Advanced Technology Institute on Steering and Suspension, Diesel Engine Repair, Drive train, and Brake/ Braking System. He has been with the company since December 2008.

# *State of Florida*

## *Department of State*

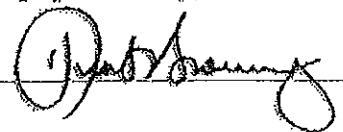
I certify from the records of this office that SAFEGUARD AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on June 1, 1998.

The document number of this corporation is P98000049289.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on February 8, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Eighth day of February, 2010*



*Secretary of State*



Authentication ID: 700168255167-020840-P98000049289

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# Americas Transportation.com

November 12, 2013

Re: Contact Information for Customers

To whom it may concern,

Below please find contact information for our management team and dispatch in order to facilitate any requests that may arise.

Your direct contacts will be Steven, Dionne, Enrique and Jansel.

Steven Masdeu, Director  
305-972-1692  
[stevenmasdeu@bellsouth.net](mailto:stevenmasdeu@bellsouth.net)

Dionne Jane, Business Manager  
786-419-3207  
[djane@americas transportation.com](mailto:djane@americas transportation.com)

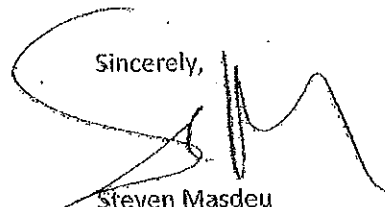
Jansel Alonso, Operations Manager  
305-909-3504  
[jansel@americas transportation.com](mailto:jansel@americas transportation.com)

Enrique Mercado, Account Manager  
305-859-9000  
[emercado@americas transportation.com](mailto:emercado@americas transportation.com)

Alex Borges & Angelis Lopez, Dispatch  
305-972-1691  
[dispatch@americas transportation.com](mailto:dispatch@americas transportation.com)

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,



Steven Masdeu  
Director



# Certificate of Registration

DR-11  
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

23-8012165336-2

02/23/99

Certificate Number

Registration Effective Date

This certifies that

AMERICAS TRANSPORTATION.COM  
SAFEGUARD AMERICA SECURITY & INVESTIGATI  
3935 NW 26TH ST  
MIAMI FL 33142-6727

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION**  
(DETACH AND POST IN A CONSPICUOUS PLACE)



## THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX

Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.

**These certificates are valid immediately.**



DR-11R, R. 10/13



## 2014 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/13

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014

Business Name and Location Address

Registration Effective Date

Certificate Number

AMERICAS TRANSPORTATION.COM  
SAFEGUARD AMERICA SECURITY & INVESTIGATI  
3935 NW 26TH ST  
MIAMI FL 33142-6727

02/23/99

23-8012165336-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented by:

Presented by:

Authorized Signature (Purchaser)

(date)

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

**VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014****DBA:**  
**Business Name:** SAFEGUARD AMERICA INC**Receipt #:** 326-7495  
**Business Type:** COURIER/TRANSPORT/DELVRY/STORAGE  
(TRANSPORT)**Owner Name:** STEVEN MASDEU  
**Business Location:** 3935 NW 26 ST  
MIAMI DADE COUNTY  
**Business Phone:** 305-859-9000**Business Opened:** 04/13/2000  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms

Boats

Employees

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**STEVEN MASDEU  
PO BOX 143977  
CORAL GABLES, FL  
33114-1091**Receipt #** BROW-12-00022402  
**Paid** 08/09/2013 33.00**2013 - 2014**

THE  
CITY  
OF  
NEW  
YORK  
COUNTY  
OFFICE OF THE  
CLERK OF THE  
SUPREME COURT  
IN SENATE CHAMBERS  
JANUARY 10 1894

# BUSINESS NAME LOCATION

51-61541-1



1116

100


477450

100

19

ST. JOHN'S COLLEGE

THE UNIVERSITY OF CHICAGO PRESS



UNITED STATES OF AMERICA  
 DEPARTMENT OF JUSTICE  
 FEDERAL BUREAU OF INVESTIGATION  
 WASHINGTON, D. C. 20535

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SEC. 213 P. 2 OF BOSTON SP

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EV TALENTED PEOPLE

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U.S. Department  
of  
Transportation  
Federal Motor  
Carrier Safety  
Administration

STEVEN MASDEU  
GENERAL MANAGER/ OWNER  
SAFEGUARD AMERICA SECURITY & INVESTIGATION INC  
AMERICA'S TRANSPORTATION  
PO BOX 143977  
CORAL GABLES, FL 33114-3977

1200 New Jersey Ave., S.E.  
Washington, DC 20590  
August 20, 2009

In reply refer to:  
Your USDOT No.: 1238673  
Review No.: 736518/CR

Dear STEVEN MASDEU,

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on August 12, 2009. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
545 JOHN KNOX ROAD, ROOM 102  
TALLAHASSEE, FL 32303  
Telephone No.: 850-942-9338

John Van Steenburg  
Director, Office of Enforcement and  
Compliance



**MIAMI-DADE COUNTY, FLORIDA  
PASSENGER MOTOR CARRIER  
CERTIFICATE OF TRANSPORTATION**

TRANSFER

B.C.C. RESOLUTION NO.: R-687-91

CERTIFICATE NO.: 39276

DATE OF ISSUANCE: 06/19/01

**THIS CERTIFICATE, ISSUED IN ACCORDANCE WITH CHAPTER 31, ARTICLE III  
OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AUTHORIZES:**

**SAFEGUARD AMERICA SECURITY & INVESTIGATIONS, INC.  
102 PONCE DE LEON BOULEVARD, MIAMI, FLORIDA 33135**

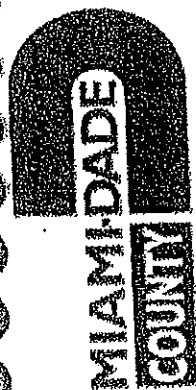
TO PROVIDE: Special Operations class transportation service defined as the transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter sightseeing, or subscription service, not between fixed terminals or on a regular route. The company will transport tourist and resident groups to and from various locations throughout Miami-Dade County. Transportation will be pre-arranged 24 hours in advance. Transportation will be provided 24 hours a day, seven days a week using vehicles with a seating capacity of nine (9) to 28 passengers excluding the driver. Rates are listed on the reverse, and may only be changed by filing with the Consumer Services Department any proposed rate thirty (30) days prior to its effective date and posting said notice in the passenger compartment section of each vehicle fifteen days prior to its effective date. Each vehicle and chauffeur must be licensed by the Consumer Services Department prior to operation. The company is required to adhere to the terms and conditions specified herein and contained in P-841-98.

BY ORDER OF MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Director, Consumer Services Department

THIS CERTIFICATE MUST BE ANNUALLY RENEWED BY MARCH 31 OF EACH YEAR

(7/11/01)



**MIAMI-DADE COUNTY, FLORIDA  
PASSENGER MOTOR CARRIER  
CERTIFICATE OF TRANSPORTATION**

B.C.C. RESOLUTION NO.: R-401-06  
CERTIFICATE NO.: 39032  
DATE OF ISSUANCE: 07/24/2007

**THIS CERTIFICATE, ISSUED IN ACCORDANCE WITH CHAPTER 31, ARTICLE III  
OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AUTHORIZES:**

**SAFEGUARD AMERICA SECURITY & INVESTIGATIONS, INC.  
D/B/A AMERICA'S TRANSPORTATION  
102 PONCE DE LEON  
CORAL GABLES, FL 33135**

TO PROVIDE: Special Operations class transportation service defined as the transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter sightseeing, or subscription service, not between fixed terminals or on a regular route. The company will transport tourist and resident groups to and from various locations throughout Miami-Dade County. Transportation will be pre-arranged 24 hours in advance. Transportation will be provided 24 hours a day, seven days a week using vehicles with a seating capacity of nine (9) to 28 passengers excluding the driver. Rates are listed on the reverse, and may only be changed by filing with the Consumer Services Department any proposed rate thirty (30) days prior to its effective date and posting said notice in the passenger compartment section of each vehicle fifteen days prior to its effective date. Each vehicle and chauffeur must be licensed by the Consumer Services Department prior to operation. The company is required to adhere to the terms and conditions specified herein and contained in R-401-06

BY ORDER OF MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Director, Consumer Services Department

**THIS CERTIFICATE MUST BE ANNUALLY RENEWED BY MARCH 31 OF EACH YEAR**



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources  
Small Business Development

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

CERT. NO: 14306

Approval Date: 05/10/2013 - LDB

May 10, 2013

ANNUAL ANNIVERSARY: 05/10/2014

Mr. Steven Masdeu  
SAFEGUARD AMERICA, INC. D/B/A  
AMERICASTRANSPORTATION.COM  
P.O. Box 143977  
Coral Gables, FL 33114-0000

Dear Mr. Masdeu:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Local Developing Business Enterprise (LDB).

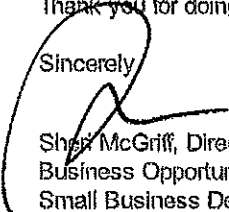
Your LDB certification requires you to complete a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm.

If, at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with LDB measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County.

Sincerely,

  
Sheri McGriff, Director  
Business Opportunity Support Services  
Small Business Development Division  
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
INVESTIGATION SERVICES (LDB)  
SECURITY GUARDS AND PATROL SERVICES (LDB)  
ALL OTHER TRANSIT AND GROUND PASSENGER TRANSPORTATION (LDB)

c: Patrice Hill, Certification Specialist  
Veronica Clark, RER, SBD

*Delivering Excellence Every Day*



miamidade.gov

Regulatory and Economic Resources Department

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

November 5, 2013

Mr. Steven Masdeu  
SAFEGUARD AMERICA, INC. D/B/A AMERICASTRANSPORTATION.COM  
P.O. Box 143977  
Coral Gables, FL 33114-0000

Anniversary Date: November 5, 2014

Dear Mr. Masdeu:

Miami Dade County Small Business Development (SBD) under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER), is pleased to notify you of your firm's continuing eligibility as a certified (CSBE, CBE, Micro/SBE, LDB) Small Business Enterprise in accordance with section (2-8.1.1.1.1., 2-10.01, 10.33-02) of the Code of Miami Dade County. Your firm is certified in the categories listed below.

Your (SBE) certification is continuing through the Anniversary Date listed above, contingent upon your firm maintaining its eligibility based on the criteria outlined in the aforementioned code. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the directory for all certified firms, which can be accessed through the Miami Dade County's RER website: <http://www.miamidade.gov/business/business-certification-programs.asp>.

If, at any the time, there is a material change in your firm, you must advise this office, by submitting a status change affidavit and the associated supporting documentation, within thirty (30) days. Changes may include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove your firm's certification.

If you have any questions or concerns, you may contact our office at 305-375-3111

Sincerely,

  
Sheri McGriff, Business Support Services, Director  
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Coach, Transit (Double Door) (SBE)  
Coach, Transit (Mini) Handicapped (SBE)  
Coach, Transit (Single Door, Under 35 Feet) (SBE)  
Coach, Transit (Touring) Conventional (SBE)  
Guard And Security Services (SBE)  
Mass Transportation - Transit Bus (SBE)  
Patrol Services (SBE)  
Transit Management Services (SBE)

cc: Veronica Clark, RER, SBD

*Delivering Excellence Every Day*



miamidade.gov

Regulatory and Economic Resources Department

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

November 5, 2013

Mr. Steven Masdeu  
SAFEGUARD AMERICA, INC. D/B/A AMERICASTRANSPORTATION.COM  
P.O. Box 143977  
Coral Gables, FL 33114-0000

Anniversary Date: November 5

Dear Mr. Masdeu:

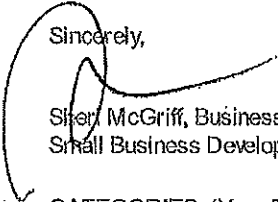
The Miami Dade County Small Business Development (SBD) under Business Affairs, a division of Regulatory and Economic Resources Department (RER), is pleased to notify you of your firm's continuing eligibility as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (UCP) in accordance with 49 CFR Part 23 and 26. Your firm is certified in the categories listed below.

Your DBE certification is continuing from the Anniversary Date listed above, contingent upon your firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in Florida's UCP DBE Directory, which can be accessed through the Florida Department of Transportation's website: [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice) and then selecting "DBE Directory."

If, at any the time, there is a material change in your firm, you must advise this office, by sworn affidavit and supporting documentation, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove DBE certification.

If you have any questions or concerns, you may contact our office at 305-375-3111

Sincerely,

  
Sheri McGriff, Business Support Services, Director  
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

All Other Transit And Ground Passenger Transportation  
Security Guards And Patrol Services

cc: Veronica Clark, RER, SBD

*Delivering Excellence Every Day*



Board Of County Commissioners  
Permitting, Licensing and  
Consumer Protection Division  
1 North University Drive, Bldg B  
Plantation, FL 33324  
(954) 795-4400 (Main Office)

Date: 05/07/2012 Receipt No. CA00129408

\$5,840.00  
Amount Received  
012-033-6250-2909 Fund

License Type: Luxury Limo/Transport Van  
License Year: 2013 LL141

Received For: SAFEGUARD AMERICA, INC.

Paid By: SAFEGUARD AMERICA, INC.

d/b/a: America's Transportation

Address: 1935 NW 26 Street Miral, FL 33442

Five Thousand Eight Hundred Forty Dollars And 00/100 ( \$5,840.00 )

Ordinance: Ordinance 92-26

Payment Detail

Date	Payment Type	Check # or Expiration Date	Account #	Issuer	Amount	Bounced
05/07/2012	Check	179125			\$5,840.00	
Total Payment:					\$5,840.00	

Charge Detail

Uc	Fes Type Description	Fes	Qty	Cost	Amt Paid	Balance	Ref. Receipt
05/07/2012	50 Lux Limt Van Permit Fee	\$380.00 x	10.00 =	\$4,800.00 -	\$4,800.00 =	\$0.00	
05/07/2012	06 Aviation Permit	\$40.00 x	16.00 =	\$640.00 -	\$640.00 =	\$0.00	
05/07/2012	13 Port Everglades Detail	\$10.00 x	16.00 =	\$160.00 -	\$160.00 =	\$0.00	
05/07/2012	06 Aviation Permit - FLL	\$10.00 x	16.00 =	\$160.00 -	\$160.00 =	\$0.00	
05/07/2012	13 Port Everglades Detail - PE	\$5.00 x	16.00 =	\$80.00 -	\$80.00 =	\$0.00	

Object Code: 012 - 033 - 6250 - 2909 - 00 Fund Total: \$4,800.00

Object Code: 012 - 033 - 6250 - 2929 - 00 Fund Total: \$640.00

Object Code: 012 - 033 - 6250 - 2936 - 00 Fund Total: \$160.00

Object Code: 004 - 000 - 4920 - 4445 - 00 Fund Total: \$160.00

Object Code: 470 - 470 - 1050 - 4585 - 00 Fund Total: \$80.00

Amt Paid Total: \$5,840.00

Outstanding Account Balance:

Comments: 2013 RENEWAL LL-AV/PE SEE ATTACH

Broward County Board of Commissioners  
Permitting, Licensing/Consumer Protection  
1935 NW 26 Street Miral, FL 33442  
Tel: (954) 795-4400  
Fax: (954) 795-4401  
E-mail: bcc@broward.org  
Web: www.broward.org  
Date: 5/7/2012 2:45 PM  
Page: 1 of 1  
\$5,840.00  
\$4,800.00  
\$640.00  
\$160.00  
\$160.00  
\$80.00

To Applicant

Received By: SSIMMONS



Board Of County Commissioners  
Permitting, Licensing and  
Consumer Protection Division  
1 North University Drive, Bldg B  
Plantation, FL 33324  
(954) 766-4400 (Main office)

Date: 05/07/2012 Receipt No. CA00129002

\$490.00  
Amount Received  
012-023-6250-2936 Fund

License Type: Port Everglades Business Permit  
License Year: 2013 PE148

Received For: SAFEGUARD AMERICA, INC.

Paid By: SAFEGUARD AMERICA, INC.

d/b/a: America's Transportation

Address: 3835 NW 26 Street Miami, FL 33142

Four Hundred Ninety Dollars And 00/100 ( \$490.00 )

Ordinance: Port Everglades Business Permit

#### Payment Detail

Date	Payment Type	Check # or Explanation	Account #	Issuer	Amount	Bounced
05/07/2012	17918				\$490.00	
Total Payment:					\$490.00	

#### Charge Detail

Date	Fee Type Description	Fee	Qty	Cost	Amt Paid	Balance	Ref Receipt
05/07/2012	13 Port Everglades Decal	\$10.00 x	10.00 =	\$160.00 =	\$160.00 =	\$0.00	
05/07/2012	12 Port Everglades Business Permit Fee	\$250.00 x	1.00 =	\$250.00 =	\$250.00 =	\$0.00	
05/07/2012	13 Port Everglades Decal - PE	\$5.00 x	16.00 =	\$80.00 =	\$80.00 =	\$0.00	

Object Code: 012 - 023 - 6250 - 2936 - 00 Fund Total: \$410.00

Object Code: 470 - 470 - 0050 - 4505 - 00 Fund Total: \$80.00

Amt Paid Total: \$490.00

Outstanding Account Balance: \$0.00

Comments: 2013 PE & PE PERMITS SEE ATTACH

Broward County Board of Commissioners  
Permitting/Licensing/Consumer Protection  
PD:5/7/2012 RPI:062 LOC:XXXX 005  
ID: JNATHIAS 5/7/2012 10:07AM 00109744  
0005 0001 ANT: \$490.00  
Taxi Fee - Port Ever  
Port Everglades/Taxi \$410.00  
OK 00017918 \$80.00  
CHANGE \$0.00

To Applicant

Received By: SCIMMONS





# CERTIFICATE OF LIABILITY INSURANCE

AMER-10

OP ID: LY

DATE (MM/DD/YYYY)

08/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tanenbaum Harber of Florida 2900 SW 149th Avenue Miramar, FL 33027-6605 Alina Larraz, CPCU, AAI, CRIS		<b>Phone:</b> 954-883-2900 <b>Fax:</b> 954-517-7400		<b>CONTACT NAME:</b> Suzanne Nelson <b>PHONE (A/C, No, Ext):</b> 954-883-2968 <b>FAX (A/C, No):</b> 954-517-7468 <b>E-MAIL ADDRESS:</b> snelson@thflorida.com	
<b>INSURED</b> Americas Transportation.com Safeguard America, Inc d/b/a Attn: Ms. Dionne Jane 3935 NW 26th Street Miami, FL 33142				<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Colony Insurance Company <b>INSURER B:</b> Lancer Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
				<b>NAIC #</b> 39993	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		103 GL 0000574-00	08/03/2013	08/03/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA166619#1	08/04/2013	08/04/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

MIAMIDO

Miami-Dade County, Florida  
111 NW 1st Street #2340  
Miami, FL 33128-1987

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# TANENBAUM HARBOR

Lancer Insurance Company Policy #BA166619#1 08/04/2013 – 08/04/2014  
Updated 11/8/2013

Bus Description	Vehicle ID Number
1. 1997 MCI 102DLE	1MAPDMTA8VP049333
2. 2000 MCI 102DLE	1M8PDMRA8YP052972
3. 2000 MCI 102DLE	1M8TRMPA9YP061215
4. 2001 MCI 102DL3	1M8PDMPA81P053595
5. 2001 MCI 102DL3	1M8PDMPA11P053597
6. 2001 MCI 102DL3	1M8PDMPA31P053598
7. 2001 MCI 102DL3	1M8PDMPA51P053599
8. 1998 MCI 102DL3	1M8PDMPAXWP050950
9. 2001 MCI E4500	1M8TRMPA91P061463
10. 1995 MCI 102D3	1M8SDMPA1SP047794
11. 1996 MCI 102D3	1M8SDMPA2TP048891
12. 1996 MCI 102DL3	1M8PDMPA7TP048357
13. 196 MCI 102DL3	1M8PDMPAXTP048806
14. 1997 MCI 102DL3	1M8PDMTA5VP049323
15. 1997 MCI 102DL3	1M8PDMPA0VP048946
16. 1998 MCI 102DL3	1M8PDMPA7WP050890
17. 1997 MCI 102DL3	1M8PDMTAXVP049799
18. 1997 MCI 102DL3	1M8PDMPA2VP049080
19. 1997 MCI 102DL3	1M8PDMTA4VP049572
20. 2004 FFRHT #4114	4UZAAZAL93CM27075
21. 1996 MCI 102DL3	1M8PDMTAXTP047886
22. 1996 MCI 102DL3	1M8PDMTA4TP047933
23. 2003 CITYLINER	1N9HC19A82L013391
24. 1997 MCI 102DL3	1M8PDMTA1VP049450

TANENBAUM HARBOR OF FLORIDA, LLC

2900 S.W. 149th Avenue • Suite 100 • Miramar, FL 33027-6605

Toll Free: 866.620.THFL • Broward: 954.883.2900 • Fax: 954.517.7400

Dade: 305.620.0200 • Fax: 305.620.7886 • www.tbhflorida.com

MIAMI-DADE COUNTY

BID NO.: 9791-1/24

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**Wednesday**  
**November 6, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued  
by:  
**Tracey  
Jones**

ISD/PM

Date Issued:  
**October 18, 2013**

This Bid Submittal Consists of  
Pages 20 through 26 and  
**Affidavits**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:**

**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

**DO NOT WRITE IN THIS SPACE**

ACCEPTED \_\_\_\_\_ HIGHER THAN LOW \_\_\_\_\_  
NON-RESPONSIVE \_\_\_\_\_ NON-RESPONSIBLE \_\_\_\_\_

DATE B.C.C. \_\_\_\_\_ NO BID \_\_\_\_\_

ITEM NOS. ACCEPTED \_\_\_\_\_

COMMODITY CODE: **962-17, 975-14 & 961-74**

Procurement Contracting Officer: **Tracey Jones**

FIRM NAME **Safeguard America, Inc.**  
**d/b/a Americastransportation.co**

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

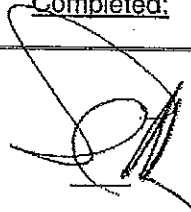

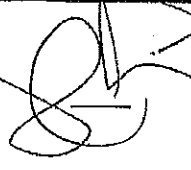
**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID  
NON-RESPONSIVE.**

**SECTION 4**  
**BID SUBMITTAL FOR:**  
**FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

FIRM NAME: Safeguard America, Inc. dba  
Americastransportation.com

**MINIMUM REQUIREMENTS (See Section 2.4.1)**

Please indicate in the box that your company is in compliance with the requirements below:

Reference:	Summarized Requirement:	Initial As Completed:
Paragraph 2.4.1 A	Provide complete office address: <u>Safeguard America, Inc d/b/a</u> <u>Americastransportation.com</u> <u>3935 NW 20th Street</u> <u>Miami, FL 33142</u>	
Paragraph 2.4.1 B	Enter your firm's dedicated phone and facsimile (FAX) machine number, including area code:  Phone No. <u>305.859.9000</u>  Fax No. <u>305.870.0796</u>  Enter your firm's e-mail address: E-mail: <u>Stevenmasden@bellsouth.net</u>	
Paragraph 2.4.1 C	Proof of current US DOT Number.  <u>U.S. 1238673</u>	

## SECTION 4

## BID SUBMITTAL FOR:

## FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT

FIRM NAME: Safeguard America, Inc. dba Americatransports

Reference:	List references from customers to whom your firm has provided transportation services for fixed/semi fixed routes in the past three (3) years:
Section 2 Paragraph 2.4.1D	<p>(1) Company Name: <u>Royal Caribbean Cruise Lines</u> Contact Person's Name: <u>Juan Trescastro</u> Contact Person's Title: <u>VP of Guest Port Services</u> Customer's Address: <u>1050 Caribbean Way, Miami, FL</u> Customer's Telephone #: <u>305-539-6778</u> Customer's E-mail Address: <u>jtrescastro@rcl.com</u></p> <p>(2) Company Name: <u>Miami Dade County Port Miami</u> Contact Person's Name: <u>Paul Hinchey</u> Contact Person's Title: <u>Seaport Passenger Terminal Operations Manager</u> Customer's Address: <u>1015 North America Way, Suite 122</u> <u>Miami, FL</u> Customer's Telephone #: <u>305-347-4930</u> Customer's e-mail address: <u>hinchey@miamidade.gov</u></p>

MIAMI-DADE COUNTY

BID NO.: 9791-1/24

SECTION 4  
BID SUBMITTAL FOR:  
FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT

FIRM NAME: Safeguard America, Inc. dba  
Americastransportation.com

REVISED PRICING

The bidder shall state its price for providing services as stated in Section 3 (Technical Specifications). The bidder shall submit its pricing stated as a flat, fixed hourly rate which shall include all expenses to be paid under this Contract.

Price per Service Hour for each fixed route:

Route	Total Number of Service Hours for the Five (5) Year Contract Term	Price Per Hour
Dade Monroe Express	119,355	\$ 76.90
Card Sound Express	10,950	\$ 76.90

Seventy six — 90/100

Notes:

1. The estimated total number of hours above is based on daily hours stipulated in Sections 3.7 & 3.8.
2. The County will reimburse the awarded Bidder for the hours, as specified in Section 3.7, on a daily basis for the Dade-Monroe Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.7 for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Section 3.7.
3. The County will reimburse the awarded Bidder for the hours, as specified in Section 3.8, on a daily basis for the Card Sound Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.8 for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Section 3.8.

REVISED PAGE 23  
Revision Date: October 30, 2013

BID PACKAGE ADDENDUM Revised 10/17/12

MIAMI-DADE COUNTY

BID NO.: 9791-1/24

SECTION 4  
BID SUBMITTAL FOR:

FIXED BUS ROUTES FROM MIAMI-DADE TRANSIT

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION  
WITH THIS BID

Addendum #1, Dated 10/22/13  
Addendum #2, Dated 10/30/13  
Addendum #3, Dated \_\_\_\_\_  
Addendum #4, Dated \_\_\_\_\_  
Addendum #5, Dated \_\_\_\_\_  
Addendum #6, Dated \_\_\_\_\_  
Addendum #7, Dated \_\_\_\_\_  
Addendum #8, Dated \_\_\_\_\_

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: Safeguard America, Inc. dba Americas  
AUTHORIZED SIGNATURE: [Signature] DATE: 11/19/13 *transport*  
TITLE OF OFFICER: Director



**ADDENDUM NO. 1**

**TO: ALL PROSPECTIVE BIDDERS**

**SUBJECT: BID NO. 9791-1/24**

**TITLE: FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**BID OPENING DATE: WEDNESDAY, NOVEMBER 6, 2013 at 2:00 P.M.**

This Addendum is and does become a part of the above mentioned bid.

Please note the following change:

First paragraph of Section 3.3 is hereby deleted in its entirety and replaced by the following to remove the twelve (12) model year requirement from the solicitation:

Buses may be leased or owned by the awarded Bidder. Full size buses shall be new or used but in good condition. Used vehicles are subject to acceptability determination by the County. The awarded bidder shall provide buses that meet or exceed the requirements of the solicitation and pass the inspection to be conducted by MDT.

**All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.**

Miami-Dade County

A handwritten signature in black ink, appearing to read "Tracey Jones", written over the printed name.

Tracey Jones  
Procurement Contracting Officer

cc: Clerk of the Board





CLERK OF THE BOARD  
2013 OCT 30 PM 4:30  
MIAMI-DADE COUNTY, FLA.  
#1

## ADDENDUM NO. 2

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID NO. 9791-1/24

TITLE: FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT

REVISED BID OPENING DATE: WEDNESDAY, NOVEMBER 20, 2013 at 2:00 P.M.

This Addendum is and does become a part of the above mentioned bid.

- A. The bid opening date has been changed to Wednesday, November 20, 2013 at 2:00 PM (local time).
- B. Page 23 (Pricing) of Section 4, Bid Submittal, is hereby deleted in its entirety and replaced by Revised Pricing page (Revision date: October 30, 2013). This revised page lists the correct number of hours for the Card Sound Express route. Bidders shall use this revised pricing page in their submittal.

C. The following are the inquiries received and the corresponding responses:

1. Are the Easy Tickets reusable or only a one-time pass?

Answer: See Section 3.2.3, Easy Tickets. Easy tickets will be a one ride ticket.

2. Are the Easy Tickets to be scanned and voided after a one time use?

Answer: Once the easy ticket is tapped on the fare box or (card Reader) the ticket will no longer be valid for future use.

3. Are the schedules going to be adjusted to allow drivers to sell tickets? Since this process is time consuming. Our current cash passenger ridership is 600 to 700 passengers daily. The Drivers will have to collect cash and issue each passenger their Easy Ticket. We need to consider safety first. The bus must be stopped, put in park and apply the parking brake. Driver will not move the bus until the entire transaction is completed.

Answer: Drivers must try to adhere to the schedule during the ticket sale process. However, safety is of the utmost concern and all sale transactions must be complete before the driver continues with the route.

4. We are also concerned of the driver's safety in having the Easy Tickets in his/her possession and being exposed to an assault, as these tickets are valuable. Will the driver and awarded Bidder be responsible for replacement?

Answer: See section 3.2.3, Easy Tickets. The awarded Bidder is financially responsible for all easy tickets purchases.

5. Do you know the live miles of the two routes?

BID PACKAGE ADDENDUM Revised 10/17/12

**Answer:**

- a. Route 301 (Dade/Monroe Express) - Daily Revenue Miles: 2,090.79 miles. Annual Revenue Miles: 763,138.35 miles (365 days)
  - b. Route 302 (Card Sound Express) - Daily Revenue Miles: 158.58 miles. Annual Revenue Miles: 57,881.7 miles (365 days)
6. Can we please get clarification on Pg. 8/9 Bus Requirements & Specifications: Does full size bus mean "motor coach"? We would like to know if you require only motor coach style and/or transit style buses?

**Answer:** The buses can be either style, so long as they comply with Section 3.3 (Bus Requirements).

7. How can we get a copy of the current contract?

**Answer:** Copy of the current contract can be obtained by contacting the Procurement Officer handling this solicitation.

8. Who is the current provider for the current contract?

**Answer:** Card Sound Express: JGT Transportation Inc.  
Dade Monroe: Evergreen Trails Inc. (DBA Horizon Coach Lines)

9. Section 2.2 Terms of Contract - "The contract shall commence on the first calendar day of the month succeeding approval of the contract..." question - if we are proposing brand new vehicles and the vehicles take up to 3 to 6 months - will the county provide a concession to start the contract upon new vehicle availability? If not, can we get a 2 to 3 month start up extension if needed?

**Answer:** This County will work with the lowest responsive responsible bidder to determine the start date conducive to both parties.

10. Fair Subcontracting Practices - the subcontractor's terminology - are these companies that will provide services to the county if the provider cannot provide transportation service and or vendors that we hire for services rendered?

**Answer:** Subcontractors are entities/firms contracted by the Bidder to perform any part of the contract work and/or to supply materials for the contract work.

11. Was there a pre bid meeting and if so please provide a copy of the sign in sheet of the attendees?

**Answer:** A pre bid meeting was not held for this solicitation.

12. Provide a picture of the exterior and interior of every type of vehicle that will be required for this contract?

**Answer:** Vehicles required for this contract shall meet the requirements of Section 3.2.1 (Dade Monroe Express route), Section 3.2.2 (Card Sound Express Route), Section 3.3 (Bus Requirements and Specifications) and Section 3.4 (Display of County Symbol on Bus) for the bus requirements. See response to #15 below for the type of vehicles currently being used for these routes.

13. Section 3.2.1A Dade Monroe Express Route dictates - 6 vehicles at 365 days a year from 5:15am to 1:10am; this equals to 42,814.5 hours in a one year period; but in section 3.7 of the Dade Monroe Route Schedule the total number of service hours daily shows 65.25/hr which equals to 23,816.25 in a 365 day period. The numbers do not match up as well as they do not match the total hours in Section 4 pricing? - Please identify the amount of revenue hours per day vs per year vs. the amount of non-revenue hours per day vs. per year and what will be actually paid to the contractor?

**Answer:**

- a. Service hours for the Dade-Monroe Express:  
Daily Hours\* = 65 hrs & 25 mins daily = 65.4 hours  
Annual Hours = 65.4 x 365 = 23,871 hours  
Hours for 5-years\*\* = 119,355 hours

\*See Section 3.7 for daily service hours.

\*\* See Section 4 (pricing) for hours for a 5-year period

- b. The County will reimburse the awarded Bidder on a per hour basis for a total of 119,355 hours for the 5-year period.

14. Section 3.2.2 – Card Sound Express Route – 2 vehicles at 365 days a year from 5:30am to 8:30am and 2:35pm to 5:35pm equals to 4,380 hours at 5 years equals 21,900 hours but in section 4 of pricing the card sound express displays 10,905 hours – please provide the correct number of hours per year?

**Answer:**

- a. Service hours for the Card Sound Express:  
Daily Hours = 6 hours  
Annual Hours = 6 hours x 365 = 2,190 hours  
Hours for 5-years = 2190 x 5 = 10,950 hours

- b. The County will reimburse the awarded Bidder on a per hour basis for a total of 10,950 hours for the 5-year period. Please note that the hours for this route are revised as per item B above.

15. Provide detailed information on the make, model, and type of vehicle that is currently being used?

**Answer:** The vehicles currently being used are MCI Motor Coach International (DINA) DL & D models.

16. Provide a one year schedule maintenance cost currently being provided by the current contractor from June 2012 to May 2013?

**Answer:** The County does not have access to this information. The current contractors are responsible for maintenance of buses.

17. Provide current salaries being paid to all drivers on the current contract?

**Answer:** The County does not have this information. However, the contractors are required to comply living wage requirements of the Section 2-8.9 of the County Code.

18. Where are the current vehicles being stored? Provide physical address?

**Answer:** The current contractors store their vehicles at 520 South Krome Ave. Homestead, FL 33030 and 3595 NW 110 St. Miami, FL 33167. The contractors are responsible for the storage and maintenance of the vehicles.

19. Where are the current vehicles being washed?

**Answer:** The County does not have access to this information.

20. Provide all cost for the past one year in detailing and washing the current vehicles?

**Answer:** The County does not have access to this information.

21. Provide all costs that are currently being paid to the current contractor? This is to include but not limit to any and all hourly expenses (revenue vs. non-revenue hours) plus any other fees being paid to the contractor for services being rendered?

**Answer:** The current contractors are reimbursed on a per hour basis for the service hours for these routes. See response to # 22 below for the current hourly rates. Additionally, in the current contract the revenues collected by the contractor are deducted from the total amount owed to the contractor. Any applicable Liquidated Damages are subsequently deducted as well.

22. Provide all hourly increases paid the contractor for the duration of the current contractor term?

**Answer:**

a. Evergreen Trails Inc. (DBA Horizon Coach Lines): Dade Monroe  
May 2006: \$78.00 per hour  
Current Rate: \$82.22 per hour

b. JGT Transportation: Card Sound Express  
May 2006: \$70.00 per hour  
Current Rate: \$75.06 per hour

23. Will Miami-Dade Transit provide facility to park the vehicles during day and or night?

**Answer:** No.

24. Section 3.2.3 easy tickets – states that we must purchase initially 15,500 easy tickets – how much are each ticket values at? And how does the contractor need to pay for these tickets?

**Answer:** The current cost is \$2.65 for each ticket. Miami-Dade Transit can be paid via a company check or credit card.

25. Section 3.2.3 easy tickets – provide the current contractor frequency and how many tickets do they purchase at each time?

**Answer:** The current contractors do not purchase Easy Tickets as Miami-Dade Transit was not using this fare collection system at the time of the award of the current contract in 2006.

26. 3.2.3.1 Fare box / easy card reader equipment – how much time will the county require to install all equipment on to each vehicle?

**Answer:** Approximately three (3) weeks

27. 3.2.3.1 Fare box / easy card reader equipment – will the county remove all equipment at the end of the contract at no cost to the contractor?

**Answer:** Yes. Miami-Dade Transit will remove all the Fare Box and Easy Card Reader equipment that it previously installed.

28. Section 3.6 (C) – Communication System – vehicle modem – Mobile access routers / gateways

- a. What is the purpose of this vehicle modem?
- b. What is the cost for this device that is being requested?
- c. Confirmation that we only need to purchase this device and the county will install and enable the air time and pay for the air time?

**Answer:**

- a. The purpose of the vehicle modem is to track vehicle location (latitude and longitude) and provide information to customers regarding next arrivals.
- b. Bidder is required to independently cost-out this equipment.
- c. See Section 3.6 (C) which states that the awarded bidder is responsible for all costs associated with the installation and maintenance of this equipment, with the exception of the recurring cellular fees.

29. Section 3.10 Failure to perform – Provide all liquidated damages assessed to the contractor for the current term?

**Answer:** For the current contract, the liquidated damages assessed were for failure to have a vehicle in service within an hour of a vehicle break-down. The Contractor was assessed twice the hourly rate for every hour of missed service.

30. Provide the current turn for turn routing for each route to include mileage distance for each route with mileage totals per day per vehicle.

**Answer:** See attached route maps (301-Dade Monroe Express, 302-Card Sound Express).

31. Provide copies of all reports that are required to submit to the county from the contractor?

**Answer:** See attached sample reports.

32. Can you please provide a summary of liquidated damages assessed to the current contractor for non-performance?

**Answer:** Refer to #29 above for the response.

33. Will spare fare boxes be provided and allowed to be kept at contractor's facility?

**Answer:** No.

34. Would liquidated damages apply if a fare box failed mid-shift?

**Answer:** No. Contractor is expected to substitute with spare bus at the end-of-the-line.

35. Page 8, xii states "a minimum of two escape and ventilating hatches on the roof". Two escape hatches are not typical, is one acceptable?

**Answer:** No.

36. Section 3.6; is this section requiring the buses to be WI FI enabled?

**Answer:** No

37. In reference to Section 2.4.1 (D) of the "Requirements" of the specification:

Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Two (2) references shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have received services from the Bidder in the past five (5) years. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry. The term "semi" fixed route is not

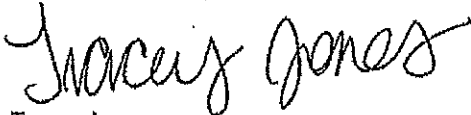
defined. Please be so kind to confirm that semi-fixed routes does not mean charter or group services.

Answer: The semi-fixed route does not mean charter or group services. The semi-fixed route service may include any of the following:

- a) A generally fixed route with short off-route diversions for pick-ups or drop-offs that do not substantially change the route.
- b) Flexible routes built upon aggregating passenger demand requests. Routes can vary daily through cancellations and can change on a more permanent basis as passengers are either added or deleted from the route.
- c) Point-to-Point transportation services where the bidder is able to dynamically route the vehicles to meet schedule pick up and drop off requirements

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Miami-Dade County



Tracey Jones  
Procurement Contracting Officer

cc: Clerk of the Board

**Bid Title: FIXED BUS ROUTES FROM MIAMI-DADE TRANSIT**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☒ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☒ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is 3935 NW 26th

Miami, FL 33142



**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No X

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No X

Firm Name: Safeguard America, Inc. dba Americastransportation.com

Street Address: 3935 NW 20th Street, Miami, FL 33142

Mailing Address (if different): PO Box 143977, Coral Gables, FL 33114

Telephone No.: 305 859. 9000 Fax No.: 305. 870. 0796

Email Address: stevenmasden@bellsouth.net FEIN No. 65-0814101215

Prompt Payment Terms: 10 % \_\_\_\_\_ days net 30 days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: [Signature] (Signature of authorized agent)

\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: Steven Masden Title: Director

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.





Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: \_\_\_\_\_ Federal Employer Identification Number (FEIN): 05-0840095

Contract Title: Fixed Bus Routes for Miami Dade Transit

**Affidavits and Legislation/ Governing Body**

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(c)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1), of the County Code through (k) and (n) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-98	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Steven Masden  
Printed Name of Affiant

Director  
Printed Title of Affiant

[Signature]  
Signature of Affiant

Safeguard America, Inc. dba Americas  
Name of Firm

11/19/13  
Date

3935 NW 26th Street  
Address of Firm

transportation.com  
State

33142  
Zip Code

**Notary Public Information**

Notary Public - State of FL County of Miami Dade

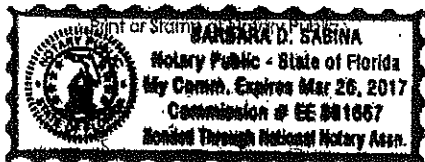
Subscribed and sworn to (or affirmed) before me this 19th day of November 20 13

by Steven Masden He or she is personally known to me ☒ or has produced identification ☐

Type of Identification produced \_\_\_\_\_

[Signature]  
Signature of Notary Public

EE881687  
Serial Number



03/26/2017  
Expiration Date

Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☒ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: Safeguard America, Inc FEIN No. 65-0840025  
dba Americatransportation.com

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who are awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity						Gender		Race/Ethnicity							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		
N/A																				
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Material s/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity						Gender		Race/Ethnicity							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		
N/A																				

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

  
Signature of Proposer

Steven Masda Director  
Print Name Print Title

11/19/13  
Date

## EXHIBIT "C"

# TALLY SHEET

Solicitation Number: 9791-124  
 Summary Description: Fixed Bus Routes for Miami-Dade Transit  
 Solicitation Opening/ Closing Date: October 18, 2013/November 20, 2013  
 Prepared by: Tracey L. Jones  
 Verified by: Lorie Delhomme

Note: When all prices are entered, highlight low priced vendor in yellow ( and if applicable, green for secondary, blue for tertiary)

Vendor Name:		SAFEGUARD AMERICA DBA AMERICAS TRANSPORTATION COMPANY		JGT TRANSPORTATION		ESCOT BUS LINES		FIRST CLASS COACH CO. INC DBA MARTZ GROUP		EVERGREEN TRAILS INC DBA HORIZON COACH LINES		III LANDSHIPS LLC	
Vendor FEIN & Suffix:		650840025-03		850946227-01		770627515-01		592874275-01		910609468-01		371732059-01	
ADPICS Address:		3935 NW 28th St. Miami, FL 33142		520 S Krome Ave, Homestead, FL 33033		5890 142 Ave N, Largo, FL 33771		4783 37 St N, St Petersburg, FL 33714		3959 NW 100 St. Miami, FL 33167		304 SW Swanee Ave, Branford, CT 06405	
SUNBIZ Address:		3935 NW 28th St. Miami, FL 33142		520 S Krome Ave, Homestead, FL 33033		5890 142 Ave N, Largo, FL 33771		4783 37 St N, St Petersburg, FL 33714		17810 Meeting House Rd, Sandy Springs, GA 30328		N/A	
Compliance Review:		Yes		Yes		Yes		Yes		Yes		Yes	
Registered vendor (yes/ no):		Yes		Yes		Yes		Yes		Yes		Yes	
Indicate SBD certification:		Yes		Yes		Yes		Yes		Yes		Yes	
Incumbent vendor (yes/no):		Yes		Yes		Yes		Yes		Yes		Yes	
Subbiz:		Yes		Yes		Yes		Yes		Yes		Yes	
Local Preference Affirmed (yes/no):		Yes		Yes		Yes		Yes		Yes		Yes	
Locally Headquartered Affirmed (yes/no):		Yes		Yes		Yes		Yes		Yes		Yes	
Items being procured per current solicitation:		Current		Current		Current		Current		Current		Current	
Item no	Description	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price
1	Dada Monroe Express Route	119,335	\$ 82.22	76.90	\$ 76.90	9,176,861.50	\$ 9,176,861.50	842,055.00	\$ 842,055.00	10,950	\$ 75.06	10,950	\$ 75.06
2	Card Sounds Express Route	10,950	\$ 75.06	76.90	\$ 76.90	842,055.00	\$ 842,055.00	10,950	\$ 75.06	10,950	\$ 75.06	10,950	\$ 75.06

Totals

\$ 10,018,916.50 \$ 10,162,230.00 \$ 16,285,625.00 \$ 13,895,664.00 \$ 11,003,886.25 \$ 13,028,500.00

EXHIBIT "C"

## EXHIBIT "D"


Mr. Belony,

The email dated March 5, 2014 is the County's response to your correspondence sent on December 12, 2013.

Regards,

**Tracey Jones**

Procurement Contracting Officer 1  
Internal Services Department  
Procurement Management Services (ISD/PM)  
☎ 305.375.4803  
☎ 305.375.1083  
✉ [tjones@miamidade.gov](mailto:tjones@miamidade.gov)  
🌐 [www.miamidade.gov/procurement/](http://www.miamidade.gov/procurement/)

 **"Delivering Excellence Every Day"**

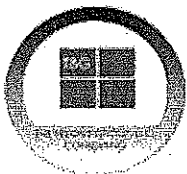
*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.*

**From:** Erigene Belony, Esq. [<mailto:ebelony@tbq-law.com>]  
**Sent:** Tuesday, March 18, 2014 4:29 PM  
**To:** Jones, Tracey L. (ISD)  
**Cc:** Clerk of the Board (COC); Libhaber, Bruce (CAO); Silva, Rita (ISD)  
**Subject:** RE: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24

*Ms. Jones,*

*We are still waiting for your response to our correspondence of December 12, 2013. We appreciate that you have read the correspondence, but we still need to know when we may expect the County's response to the same.*

*Let us know your resolve.*



Erigene Belony, Esq.  
The Belony Law Group, PLLC  
ONE FLAGLER BUILDING  
14 Northeast First Avenue, Suite 802

Miami, Florida 33132  
T. 305.755.9551  
F. 305.755.9554

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**From:** Jones, Tracey L. (ISD) [<mailto:tjones@miamidade.gov>]  
**Sent:** Wednesday, March 05, 2014 4:49 PM  
**To:** 'Erigene Belony, Esq'  
**Cc:** Clerk of the Board (COC); Libhaber, Bruce (CAO); Silva, Rita (ISD)  
**Subject:** RE: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24

Mr. Belony,

The County has reviewed all of your correspondence, including the letter dated December 12, 2013. Pursuant to Section 2-8.3 of the Miami-Dade County Code, any award recommendation will be made in writing, filed with the Clerk of the Board, and sent to all participants in the competitive process.

Regards,

**Tracey Jones**  
Procurement Contracting Officer 1  
Internal Services Department  
Procurement Management Services (ISD/PM)  
☎ 305.375.4803  
☎ 305.375.1083  
✉ [tjones@miamidade.gov](mailto:tjones@miamidade.gov)  
🌐 [www.miamidade.gov/procurement/](http://www.miamidade.gov/procurement/)



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**From:** Erigene Belony, Esq [<mailto:ebelony@tbq-law.com>]  
**Sent:** Tuesday, March 04, 2014 12:51 PM  
**To:** Jones, Tracey L. (ISD)  
**Cc:** Clerk of the Board (COC); Libhaber, Bruce (CAO)  
**Subject:** Re: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24



Ms. Jones, Where are we on this item? We have not received your response to our correspondence. Also, please let us know if your recommendation has been approved, and submitted to the Mayor.

Erigene Belony, Esq.  
ONE FLAGLER BUILDING  
14 Northeast First Avenue, Suite 802  
Miami, Florida 33132.  
T. 305 755 9551  
F. 305 755 9554.

**From:** Jones, Tracey L. (ISD)  
**Sent:** Monday, February 24, 2014 2:22 PM  
**To:** 'Erigene Belony, Esq.'  
**Cc:** Clerk of the Board (COC); Libhaber, Bruce (CAO)  
**Subject:** RE: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24

Mr. Belony,

I am in receipt of your email below. Response to follow.

Regards,

**Tracey Jones**  
Procurement Contracting Officer 1  
Internal Services Department  
Procurement Management Services (ISD/PM)  
☎ 305.375.4803  
☎ 305.375.1083  
✉ [tjones@miamidadegov](mailto:tjones@miamidadegov)  
🌐 [www.miamidadegov/procurement/](http://www.miamidadegov/procurement/)

 **"Delivering Excellence Every Day"**

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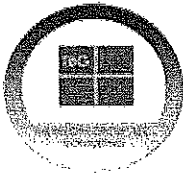
**From:** Erigene Belony, Esq. [<mailto:ebelony@tbq-law.com>]  
**Sent:** Monday, February 24, 2014 12:28 PM  
**To:** Jones, Tracey L. (ISD); Libhaber, Bruce (CAO)  
**Cc:** Clerk of the Board (COC)  
**Subject:** RE: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24

*Thanks Tracey.*

*Also, please let us know if the County intends to provide a response to our December 12, 2013 correspondence. It remains our position that Safeguard does not have the requisite fixed, semi-fixed route experience required under the specifications of the solicitation document.*

*Upon receipt of this email, kindly provide a written response to our December 12, 2013, and explaining your reasoning as to why you believe that Safeguard should not be disqualified for not having the requisite fixed, semi-fixed route services experience.*

*Thanks again.*



Erigene Belony, Esq.  
The Belony Law Group, PLLC  
ONE FLAGLER BUILDING  
14 Northeast First Avenue, Suite 802  
Miami, Florida 33132  
T. 305.755.9551  
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**From:** Jones, Tracey L. (ISD) [<mailto:tjones@miamidade.gov>]  
**Sent:** Monday, February 24, 2014 12:11 PM  
**To:** 'Erigene Belony, Esq.'; Libhaber, Bruce (CAO)  
**Cc:** Clerk of the Board (COC)  
**Subject:** RE: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24

Mr. Belony,

I have reviewed all your correspondence sent to my attention regarding this procurement. Yes; the correspondence is part of procurement file for ITB 9791-1/24. The County anticipates to issue an award recommendation in the near future.

Regards,

**Tracey Jones**  
Procurement Contracting Officer 1

Internal Services Department  
Procurement Management Services (ISD/PM)  
☎ 305.375.4803  
☎ 305.375.1083  
✉ [tjones@miamidadade.gov](mailto:tjones@miamidadade.gov)  
🌐 [www.miamidadade.gov/procurement/](http://www.miamidadade.gov/procurement/)



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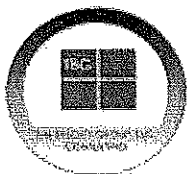
**From:** Erigene Belony, Esq. [<mailto:ebelony@tbq-law.com>]  
**Sent:** Monday, February 10, 2014 3:22 PM  
**To:** Jones, Tracey L. (ISD); Libhaber, Bruce (CAO)  
**Cc:** Clerk of the Board (COC)  
**Subject:** RE: Fixed Bus Routes For Miami-Dade Transit--BID NO.: 9791-1/24

*Ms. Jones,*

*On December 12, 2013, we forwarded a correspondence to your attention, and in which we requested that you further review the responsiveness and qualification of Safeguard America for this project, and specifically as to the fixed, semi-fixed experience required in the solicitation document. This document should be made part of your file, and a response addressing the issues we raised must be made part of the record.*

*As of this date, we have not received any responses from you, and accordingly we request that you make provided a response to our correspondence. Moreover, since any discussion and deliberation on this matter must have been in the sunshine, we request any notices of such meeting, as well as any notes, writing, and any other records attesting to any discussion regarding our correspondence.*

*We look forward to your prompt response.*



Erigene Belony, Esq.  
The Belony Law Group, PLLC  
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Miami, Florida 33132  
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## EXHIBIT "E"



CLERK OF THE BOARD

2014 MAR 21 AM 9:28

Procurement Management  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

T 305-375-5289 F 305-375-4407 305-372-6128  
CLERK, CIRCUIT & COUNTY CLERK  
MIAMI-DADE COUNTY, FLA.  
#1

March 21, 2014

All Responding Vendors (See Distribution List)

SUBJECT: BID NO.: 9791-1/24, Fixed Bus Routes for Miami-Dade Transit

Dear Vendors:

Evaluation of bids tendered in response to the above cited solicitation has been completed. The County Mayor or designee has recommended award as shown in the attached document.

This notice is provided in accordance with Section 1.12 of the solicitation and Section 2-8.4 of the Code of Miami-Dade County. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(f) of the County Code.

We appreciate the participation of all vendors who responded to the subject action. If you have any questions please contact me at 305-375-4803 or email [tjones@miamidade.gov](mailto:tjones@miamidade.gov).

Sincerely,

*Tracey Jones*

Procurement Contract Officer I

Distribution List:      Safeguard America d/b/a Americas Transportation Company  
                                 JGT Transportation  
                                 Escot Bus Lines  
                                 First Class Coach Co. Inc d/b/a Martz Group  
                                 Evergreen Trails Inc d/b/a Horizon Coach Lines  
                                 III Landships LLC

Attachment: County Mayor Award Recommendation

cc:      Clerk of the Board

Bid File

EXHIBIT "E"

Page 121 of 133

Office of the Mayor

MIAMI-DADE  
COUNTY

RECEIVED

DATE: February 11, 2014

TO: Carlos A. Gimenez  
Mayor

2014 MAR -7 PM 4:50

THROUGH: ~~Edward Marquez~~  
Deputy Mayor

*Alma Hudak*

OFFICE OF THE MAYOR

FROM: Lester Sola  
Director, Internal Services

*[Signature]*

SUBJECT: Recommendation for Approval to Award: Fixed Bus Routes for Miami-Dade Transit

Action Requested:

- ☐ Response to Mayor Assignment Log No: \_\_\_\_\_
- ☐ Information only for the Mayor
- ☐ Other: \_\_\_\_\_

Recommendation:

☐ Mayor Stamp ☐ Mayor Signature ☐ Deputy Mayor Signature

Edits/Comments	Initials	Date
<i>Approved for Lester's review</i>	<i>MS</i>	<i>2/11/14</i>
<i>Edits and questions addressed MM 3/3</i>		
<i>Alma's response to FP removed MM 3/3</i>		
<i>Edits done Thy</i>	<i>OC</i>	<i>3/11/14</i>

Final Review:

☐ Mayor Stamp ☐ Mayor Signature

Edward Marquez, Deputy Mayor

For pick-up please contact Margie Cruz x5257

# Memorandum



Date:

To: Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor

Subject: Recommendation for Approval to Award: Fixed Bus Routes for Miami-Dade Transit

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *Contract No. 9791-1/24, Fixed Bus Routes for Miami-Dade Transit* to Safeguard America, Inc. for the purchase of fixed bus route transportation services to Monroe County. The contract includes two routes: (1) Dade-Monroe Express, which runs between Florida City and Marathon; and (2) Card Sound Express, which runs between Florida City and the Ocean Reef Club. For the Dade-Monroe Express route, the awardee shall provide seven air-conditioned, wheel chair accessible, full size buses. For the Card Sound Express route, the awardee shall provide two air-conditioned, wheel chair accessible full size buses. The buses must be available seven days a week, including holidays. Each bus must comply with all safety, mechanical and vehicular requirements mandated by applicable federal, county and State regulations.

In September 2012, staff had advertised Request for Proposals 825 (RFP825) for fixed bus route services. A recommendation to reject all proposals was made by the administration and was approved by the Board on October 1, 2013. The estimated value of the resulting contract would have been \$11,000,000 for five years, as compared to the fiscal impact listed below. The rejection was recommended to achieve lower costs for the County while maintaining the County's standard for quality (including consistency of the route schedules) and passenger safety. Subsequent to the approval of rejection of RFP825, an Invitation to Bid (ITB) was issued. Six proposals were received in response to the ITB. This recommendation is to award the contract to the lowest responsive and responsible bidder.

Furthermore, this award recommendation is presented for Citizens' Independent Transportation Trust (CITT) Committee review pursuant to Miami-Dade County Code Section 29-124(f). The Miami-Dade Transit Department (MDT) allocation within this contract recommendation may only be considered by the Board if CITT has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract recommendation. If CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, I will request a withdrawal of this item.

## Scope

The impact of this item is countywide in nature.

## Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$10,019,000. If the one, five-year option to renew is exercised, the cumulative contract value will be \$20,038,000. The current contract, *RFP 83*, is for eight years and four months and is valued at \$18,611,000. The average yearly allocation in the replacement contract is lower than the current contract due to better pricing in the replacement contract and elimination of two routes that were included in the current contract. The proposed allocation is budgeted as follows:

Department	Allocation	Funding Source	Contract Manager
Transit	\$ 10,019,000	MDT Operating	Darryl Coldfeter
Total	\$ 10,019,000		



**Track Record/Monitor**

Tracey Jones of the Internal Services Department is the Procurement Contracting Officer. The contract manager for the user department is listed in the table above.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions in accordance with the terms and conditions of the contract.

**Vendor Recommended for Award**

An Invitation to Bid (ITB) was issued under full and open competition on October 18, 2013. The method of award is to the lowest-priced responsive and responsible bidder in the aggregate who meets the solicitation's requirements. Six bids were received in response to the solicitation.

Awardee	Address	Principal
Safeguard America, Inc. d/b/a Americastransportation.com (DBE, SBE, LDB)	3935 NW 26 Street Miami, FL	Steven Masdeu

**Vendors Not Recommended for Award**

Vendor	Reason for Not Recommending
Escot Bus Lines, Inc.	Prices higher than low bidder
Evergreen Trails, Inc.	
First Class Coach Company, Inc.	
III Landships, LLC	
J.G.T. Transportation, Inc. (DBE, MICRO/SBE)	

**Due Diligence**

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Bid Preference and Local Preference were applied in accordance with the respective ordinances.
- The Living Wage Ordinance applies.



Alina T. Hudak  
Deputy Mayor

## EXHIBIT "F"



CLERK OF THE BOARD  
2013 OCT 30 PM 4:30  
CLERK: CIRCUIT & COUNTY CLERK  
MIAMI-DADE COUNTY, FLA.  
#1

## ADDENDUM NO. 2

**TO: ALL PROSPECTIVE BIDDERS**

**SUBJECT: BID NO. 9791-1/24**

**TITLE: FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**REVISED BID OPENING DATE: WEDNESDAY, NOVEMBER 20, 2013 at 2:00 P.M.**

This Addendum is and does become a part of the above mentioned bid.

- A. The bid opening date has been changed to Wednesday, November 20, 2013 at 2:00 PM (local time).
- B. Page 23 (Pricing) of Section 4, Bid Submittal, is hereby deleted in its entirety and replaced by Revised Pricing page (Revision date: October 30, 2013). This revised page lists the correct number of hours for the Card Sound Express route. Bidders shall use this revised pricing page in their submittal.

C. The following are the inquiries received and the corresponding responses:

1. Are the Easy Tickets reusable or only a one-time pass?

**Answer:** See Section 3.2.3, Easy Tickets. Easy tickets will be a one ride ticket.

2. Are the Easy Tickets to be scanned and voided after a one time use?

**Answer:** Once the easy ticket is tapped on the fare box or (card Reader) the ticket will no longer be valid for future use.

3. Are the schedules going to be adjusted to allow drivers to sell tickets? Since this process is time consuming. Our current cash passenger ridership is 600 to 700 passengers daily. The Drivers will have to collect cash and issue each passenger their Easy Ticket. We need to consider safety first. The bus must be stopped, put in park and apply the parking brake. Driver will not move the bus until the entire transaction is completed.

**Answer:** Drivers must try to adhere to the schedule during the ticket sale process. However, safety is of the upmost concern and all sale transactions must be complete before the driver continues with the route.

4. We are also concerned of the driver's safety in having the Easy Tickets in his/her possession and being exposed to an assault, as these tickets are valuable. Will the driver and awarded Bidder be responsible for replacement?

**Answer:** See section 3.2.3, Easy Tickets. The awarded Bidder is financially responsible for all easy tickets purchases.

5. Do you know the five miles of the two routes?

**Answer:**

a. Route 301 (Dade/Monroe Express) - Daily Revenue Miles: 2,090.79 miles. Annual Revenue Miles: 763,138.35 miles (365 days)

b. Route 302 (Card Sound Express) - Daily Revenue Miles: 158.58 miles. Annual Revenue Miles: 57,881.7 miles (365 days)

6. Can we please get clarification on Pg. 8/9 Bus Requirements & Specifications: Does full size bus mean "motor coach"? We would like to know if you require only motor coach style and/or transit style buses?

**Answer:** The buses can be either style, so long as they comply with Section 3.3 (Bus Requirements).

7. How can we get a copy of the current contract?

**Answer:** Copy of the current contract can be obtained by contacting the Procurement Officer handling this solicitation.

8. Who is the current provider for the current contract?

**Answer:** Card Sound Express: JGT Transportation Inc.  
Dade Monroe: Evergreen Trails Inc. (DBA Horizon Coach Lines)

9. Section 2.2 Terms of Contract – "The contract shall commence on the first calendar day of the month succeeding approval of the contract..." question – If we are proposing brand new vehicles and the vehicles take up to 3 to 6 months – will the county provide a concession to start the contract upon new vehicle availability? If not, can we get a 2 to 3 month start up extension if needed?

**Answer:** This County will work with the lowest responsive responsible bidder to determine the start date conducive to both parties.

10. Fair Subcontracting Practices – the subcontractor's terminology - are these companies that will provide services to the county if the provider cannot provide transportation service and or vendors that we hire for services rendered?

**Answer:** Subcontractors are entities/firms contracted by the Bidder to perform any part of the contract work and/or to supply materials for the contract work.

11. Was there a pre bid meeting and if so please provide a copy of the sign in sheet of the attendees?

**Answer:** A pre bid meeting was not held for this solicitation.

12. Provide a picture of the exterior and interior of every type of vehicle that will be required for this contract?

**Answer:** Vehicles required for this contract shall meet the requirements of Section 3.2.1 (Dade Monroe Express route), Section 3.2.2 (Card Sound Express Route), Section 3.3 (Bus Requirements and Specifications) and Section 3.4 (Display of County Symbol on Bus) for the bus requirements. See response to #15 below for the type of vehicles currently being used for these routes.

13. Section 3.2.1A Dade Monroe Express Route dictates – 6 vehicles at 365 days a year from 5:15am to 1:10am; this equals to 42,814.5 hours in a one year period; but in section 3.7 of the Dade Monroe Route Schedule the total number of service hours daily shows 65.25/hr which equals to 23,816.25 in a 365 day period. The numbers do not match up as well as they do not match the total hours in Section 4 pricing? – Please identify the amount of revenue hours per day vs per year vs. the amount of non-revenue hours per day vs. per year and what will be actually paid to the contractor?

**Answer:**

- a. Service hours for the Dade-Monroe Express:  
Daily Hours\* = 65 hrs & 25 mins daily = 65.4 hours  
Annual Hours = 65.4 x 365 = 23,871 hours  
Hours for 5-years\*\* = 119,355 hours

\*See Section 3.7 for daily service hours.

\*\* See Section 4 (pricing) for hours for a 5-year period

- b. The County will reimburse the awarded Bidder on a per hour basis for a total of 119,355 hours for the 5-year period.

14. Section 3.2.2 – Card Sound Express Route – 2 vehicles at 365 days a year from 5:30am to 8:30am and 2:35pm to 5:35pm equals to 4,380 hours at 5 years equals 21,900 hours but in section 4 of pricing the card sound express displays 10,905 hours – please provide the correct number of hours per year?

**Answer:**

- a. Service hours for the Card Sound Express:  
Daily Hours = 6 hours  
Annual Hours = 6 hours x 365 = 2,190 hours  
Hours for 5-years = 2190 x 5 = 10,950 hours

- b. The County will reimburse the awarded Bidder on a per hour basis for a total of 10,950 hours for the 5-year period. Please note that the hours for this route are revised as per item B above.

15. Provide detailed information on the make, model, and type of vehicle that is currently being used?

**Answer:** The vehicles currently being used are MCI Motor Coach International (DINA) DL & D models.

16. Provide a one year schedule maintenance cost currently being provided by the current contractor from June 2012 to May 2013?

**Answer:** The County does not have access to this information. The current contractors are responsible for maintenance of buses.

17. Provide current salaries being paid to all drivers on the current contract?

**Answer:** The County does not have this information. However, the contractors are required to comply living wage requirements of the Section 2-8.9 of the County Code.

18. Where are the current vehicles being stored? Provide physical address?

**Answer:** The current contractors store their vehicles at 520 South Krome Ave. Homestead, FL 33030 and 3595 NW 110 St. Miami, FL 33167. The contractors are responsible for the storage and maintenance of the vehicles.

19. Where are the current vehicles being washed?

**Answer:** The County does not have access to this information.

20. Provide all cost for the past one year in detailing and washing the current vehicles?

**Answer:** The County does not have access to this information.

21. Provide all costs that are currently being paid to the current contractor? This is to include but not limit to any and all hourly expenses (revenue vs. non-revenue hours) plus any other fees being paid to the contractor for services being rendered?

**Answer:** The current contractors are reimbursed on a per hour basis for the service hours for these routes. See response to # 22 below for the current hourly rates. Additionally, in the current contract the revenues collected by the contractor are deducted from the total amount owed to the contractor. Any applicable Liquidated Damages are subsequently deducted as well.

22. Provide all hourly increases paid the contractor for the duration of the current contractor term?

**Answer:**

a. Evergreen Trails Inc. (DBA Horizon Coach Lines): Dade Monroe  
May 2006: \$78.00 per hour  
Current Rate: \$82.22 per hour

b. JGT Transportation: Card Sound Express  
May 2006: \$70.00 per hour  
Current Rate: \$75.06 per hour

23. Will Miami-Dade Transit provide facility to park the vehicles during day and or night?

**Answer:** No.

24. Section 3.2.3 easy tickets – states that we must purchase initially 15,500 easy tickets – how much are each ticket values at? And how does the contractor need to pay for these tickets?

**Answer:** The current cost is \$2.65 for each ticket. Miami-Dade Transit can be paid via a company check or credit card.

25. Section 3.2.3 easy tickets – provide the current contractor frequency and how many tickets do they purchase at each time?

**Answer:** The current contractors do not purchase Easy Tickets as Miami-Dade Transit was not using this fare collection system at the time of the award of the current contract in 2006.

26. 3.2.3.1 Fare box / easy card reader equipment – how much time will the county require to install all equipment on to each vehicle?

**Answer:** Approximately three (3) weeks

27. 3.2.3.1 Fare box / easy card reader equipment – will the county remove all equipment at the end of the contract at no cost to the contractor?

**Answer:** Yes. Miami-Dade Transit will remove all the Fare Box and Easy Card Reader equipment that it previously installed.

28. Section 3.6 (C) – Communication System – vehicle modem – Mobile access routers / gateways

- a. What is the purpose of this vehicle modem?
- b. What is the cost for this device that is being requested?
- c. Confirmation that we only need to purchase this device and the county will install and enable the air time and pay for the air time?

**Answer:**

- a. The purpose of the vehicle modem is to track vehicle location (latitude and longitude) and provide information to customers regarding next arrivals.
- b. Bidder is required to independently cost-out this equipment.
- c. See Section 3.6 (C) which states that the awarded bidder is responsible for all costs associated with the installation and maintenance of this equipment, with the exception of the recurring cellular fees.

29. Section 3.10 Failure to perform – Provide all liquidated damages assessed to the contractor for the current term?

**Answer:** For the current contract, the liquidated damages assessed were for failure to have a vehicle in service within an hour of a vehicle break-down. The Contractor was assessed twice the hourly rate for every hour of missed service.

30. Provide the current turn for turn routing for each route to include mileage distance for each route with mileage totals per day per vehicle.

**Answer:** See attached route maps (301-Dade Monroe Express, 302-Card Sound Express).

31. Provide copies of all reports that are required to submit to the county from the contractor?

**Answer:** See attached sample reports.

32. Can you please provide a summary of liquidated damages assessed to the current contractor for non-performance?

**Answer:** Refer to #29 above for the response.

33. Will spare fare boxes be provided and allowed to be kept at contractor's facility?

**Answer:** No.

34. Would liquidated damages apply if a fare box failed mid-shift?

**Answer:** No. Contractor is expected to substitute with spare bus at the end-of-the-line.

35. Page 8, xii states "a minimum of two escape and ventilating hatches on the roof". Two escape hatches are not typical, is one acceptable?

**Answer:** No.

36. Section 3.6; Is this section requiring the buses to be Wi Fi enabled?

**Answer:** No

37. In reference to Section 2.4.1 (D) of the "Requirements" of the specification:  
Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Two (2) references shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have received services from the Bidder in the past five (5) years. The references must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry. The term "semi" fixed route is not

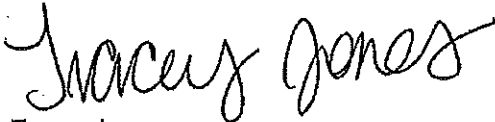
defined. Please be so kind to confirm that semi-fixed routes does not mean charter or group services.

**Answer:** The semi-fixed route does not mean charter or group services. The semi-fixed route service may include any of the following:

- a) A generally fixed route with short off-route diversions for pick-ups or drop-offs that do not substantially change the route.
- b) Flexible routes built upon aggregating passenger demand requests. Routes can vary daily through cancellations and can change on a more permanent basis as passengers are either added or deleted from the route.
- c) Point-to-Point transportation services where the bidder is able to dynamically route the vehicles to meet schedule pick up and drop off requirements.

**All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.**

Miami-Dade County



Tracey Jones  
Procurement Contracting Officer

cc: Clerk of the Board





**SECTION 4  
BID SUBMITTAL FOR:  
FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT**

**FIRM NAME:** \_\_\_\_\_

**REVISED PRICING**

The bidder shall state its price for providing services as stated in Section 3 (Technical Specifications). The bidder shall submit its pricing stated as a flat, fixed hourly rate which shall include all expenses to be paid under this Contract.

Price per Service Hour for each fixed route:

Route	Total Number of Service Hours for the Five (5) Year Contract Term	Price Per Hour
Dade Monroe Express	119,355	\$
Card Sound Express	10,950	\$

**Notes:**

1. The estimated total number of hours above is based on daily hours stipulated in Sections 3.7 & 3.8.
2. The County will reimburse the awarded Bidder for the hours, as specified in Section 3.7, on a daily basis for the Dade-Monroe Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.7 for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Section 3.7.
3. The County will reimburse the awarded Bidder for the hours, as specified in Section 3.8, on a daily basis for the Card Sound Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.8 for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Section 3.8.

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Revision Date: October 30, 2013

BID PACKAGE ADDENDUM Revised 10/17/12